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LONDON, OCTOBER 30, 1886.

CURRENT TOPICS.

MR. ROBERT SEFFINGE GODFREY has been appointed a Registrar of the Supreme Court, to act in the Chancery Division, in succession to MR. FARRER, resigned.

THE CONSOLIDATED Bankruptcy Rules were published towards the close of last week. They constitute a bulky volume of 200 pages, and are, in the main, an incorporation of the Bankruptcy Rules, 1883, and the rules subsequently made under the Bankruptcy Act. We were enabled to point out in advance the only changes of any importance, in our articles, 30 SOLICITORS' JOURNAL, pp. 781, 793. The Consolidated Rules came into operation on Monday last, and although the alterations made in the previous rules are trifling, we think that the profession has some reason to complain of the very short interval which elapsed between the publication of the rules and their coming into operation.

WE PUBLISH elsewhere a new order, made on Monday last, as to fees and percentages in respect of proceedings under the Bankruptcy Act, 1883, in substitution for the order issued at the close of 1883. As soon as that order appeared we pointed out the large increase in many of the charges upon the amount charged upon similar proceedings under the Act of 1869. Several of the fees to which we then drew particular attention are now modified. Thus, the fee on applications for discharge is now reduced from £2 to £1 10s., which is to include the expense of Gazetting; and the *ad valorem* fee upon an application to the court to approve a scheme or composition has been reduced to 2s. 6d. on each £25 of estimated assets or amount of composition above £5,000. But the greatest change is in the portion of the scale relating to the celebrated £6 per cent. on the net assets realized or brought to credit by the official receiver. This fee is now to be estimated on a sliding scale, falling from £5 per cent. on the first £1,000 to £1 when above £10,000; and it is to be chargeable on the net assets after deducting sums paid to secured creditors in respect of their securities. There is added another sliding scale percentage on the amount distributed as dividend by the official receiver when acting as trustee under adjudications, schemes or compositions; and fees are added for the official receiver acting as *interim* receiver, and for the official receiver supervising a special manager, or the carrying on of a debtor's business. The provisions of the direction as to stamps affixed to the former order are now altered and amplified by a separate order.

THE LAMENTED DEATH of Lord MONKSWELL will not render necessary any further judicial appointments. It is upon the death of two paid members of the Judicial Committee, not upon the death of one, that such appointments may be made. The Judicial Committee Act, 1871 (34 & 35 Vict. c. 91), provided for the appointment of four paid members of the Judicial Committee of the Privy Council. The power to appoint successors was limited to two years after the passing of the Act; but the Appellate Jurisdiction Act, 1876 (39 & 40 Vict. c. 59), s. 14, provides that, whenever any two of these paid judges shall have died or resigned, her Majesty may successively appoint a third and fourth Lord of Appeal in Ordinary, to serve in the House of Lords as official peers and salaried judges to reinforce the two "Lords of Appeal in Ordinary," who, under the Appellate Jurisdiction Act, sit in the House of Lords. The four paid members of the Judicial Committee originally appointed were Lord MONKSWELL, Sir M. SMITH, Sir JAMES COLVILE, and Sir BARNES PEACOCK. The first double vacancy was created in 1881 by the retirement of Sir M. SMITH subsequent to the death of Sir JAMES COLVILE in 1880. Lord MONKSWELL is only the first of the second pair of paid Judicial Committee judges, and the practical union of the House of Lords and Judicial Committee into one court, so far as the *personnel* of judges obliged to sit is concerned, which it was the object of the Appellate Jurisdiction Act to bring about, will not be consummated until Sir BARNES PEACOCK should complete the second double vacancy.

THE CONTROVERSY to which Lord MONKSWELL's appointment gave rise, though dating so far back as 1871, will still be fresh in the minds of our readers. The Judicial Committee Act provided that the person appointed should be "specially qualified" by being or having been "judge of one of the superior courts." Sir R. COLLIER sat a few days in the Court of Common Pleas for the mere purpose of gaining a qualification, and the late Lord Chief Justice of England strenuously and properly contended that this was an evasion of the Act. Sir R. COLLIER, we may remark, sat long enough to deliver two reported judgments (see *Tewkesbury v. Marylebone Overseers* (7 C. P. 143) and *Ford v. Boon* (*Ib.* 150), both of them registration cases. Singularly enough he seems never to have been made a serjeant. His name finds no place in the list of serjeants to be found in Pulling's "Order of the Coif," at p. xvii., though, curiously enough, we believe that he was described in the *Gazette* as serjeant.

THE ANXIETY to obtain an allotment of shares in "Arthur Guinness, Son, & Co., Limited," has led to much discussion as to the duty of the directors in allotting the shares among the numerous applicants. It has been contended that the directors have no discretion in the matter, but are bound to allot the shares *pro rata* among all the applicants. The advocates of this view appear to rest their contention on the notion that the prospectus constitutes an offer of shares, which offer is accepted, and a contract constituted, by the application for shares. But in *Re Richmond Hill Hotel Co., Pellatt's case* (3 Ch. 527), Lord CAIRNS said, "that where an individual applies for shares

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in a company, there being no obligation to let him have any, there must be a response by the company, otherwise there is no contract." The prospectus is, in fact, nothing more than an invitation for offers to take shares (see *Spencer* v. *Harding*, 5 C. P. 561). It appears to be forgotten that a discretion as to allotment of shares is almost always expressly vested in the directors by the articles of association of a company. The articles of "Arthur Guinness, Son, & Co." provide (article 7 (2)) that, "The authorized share capital of the company (and forfeited or surrendered shares) may be issued by the board *to such persons*, at such times, and on such terms, as to discount or otherwise, and for such purposes of the company, as they see fit."

THE "OBJECTS CLAUSE" in the memorandum of association of "Arthur Guinness, Son, & Co., Limited" (perhaps owing to the decision in *Guinness* v. *Land Corporation of Ireland*, 22 Ch. D. 349), certainly does not err on the side of restriction. There are no fewer than fifteen "objects" specified, in addition to the usual general clause at the close of the specification. They include power to "act as bankers"; to "undertake, subscribe to, or otherwise aid undertakings for purposes of opening out trade or making experiments or investigations in connection with any of the objects of the company, or any class or department of its business, directly or indirectly"; and a clause, the like of which we have not seen before, which provides that one of the objects of the company shall be:—"To provide for the welfare of persons in the employment of the company, or formerly engaged in any business acquired by the company, and the wives, widows, and families of such persons, by grants of money, pensions, or other payments, and by providing or subscribing towards schools and places of recreation or otherwise, and hospitals, dispensaries, medical and other attendance, and other assistance as the company shall think fit, and to form, subscribe to, or otherwise aid benevolent, religious, scientific, national, or other institutions or objects which shall have any moral or other claims to support or aid by the company by reason of the locality of its operations or otherwise."

THE RETIREMENT of Mr. ANDERSON, Q.C., from the office of Official Referee seems to render it open to the authorities to reconsider the number of the Official Referees. By section 83 of the Judicature Act, 1883, it is provided that "there shall be attached to the Supreme Court permanent officers called official referees, for the trial of such questions as shall, under the provisions of this Act, be directed to be tried by such referees. The number and the qualification of the persons to be so appointed from time to time, and the tenure of their offices, shall be determined by the Lord Chancellor, with the concurrence of the presidents of the divisions of the High Court, or a majority of them (of which majority the Lord Chief Justice of England shall be one) and with the sanction of the Treasury"; and by section 84 "all officers assigned to perform duties with respect to the Supreme Court generally"—which term appears to include official referees—"shall be appointed by the Lord Chancellor." When the Act of 1873 came into force there were established five divisions of the High Court, but on the occasion of the merger of the Common Pleas and Exchequer Divisions into the Queen's Bench Division under Order in Council of December, 1880, it was provided that the Lord Chief Justice of England should exercise all the powers formerly exercised by the presidents of the merged divisions. The number and qualification of the official referees, therefore, seems to rest with the Lord Chancellor, the Lord Chief Justice, and the President of the Probate, &c., Division, with the sanction of the Treasury, while the appointment is to be made by the Lord Chancellor.

SIR WILFRID LAWSON tells "the whole body of brewers," through the columns of the *Times*, that he "sees no reason whatever to alter his practice in dealing with applications for licences; that practice being to refuse them all, unless evidence is laid before him which convinces him that by granting them he should be benefiting the public, whose servant he is, and not the servant of the brewers," and we are probably entitled to assume that no evidence would convince Sir WILFRID LAWSON that he would be benefiting the public by granting a licence for the sale of intoxicating liquors. The question as to how far justices of the peace are justified in refusing to consider whether a discretion ought to be exercised in a particular way upon the ground that they conscientiously believe that to exercise it in that way, though according to law, would be undesirable, appears to be conclusively answered by *Reg.* v. *Boteler* (12 W. R. 466), in which justices were compelled to issue a distress warrant in a case in which they had declined to do so on the ground that the statute (2 & 3 Vict. c. 84) empowering them to act was unjust, COCKBURN, C.J., pointing out that the justices had no business to enter into any such consideration. The particular question arising upon the construction of the Licensing Acts, which is not quite so clear, has two branches, that connected with the refusal of (1) the general licence, to which Sir W. LAWSON's more recent declarations apply; and (2) the occasional licence, out of the refusal of which the controversy originally sprung. As to the general licence, this, by section 1 of the Licensing Act, 1828, is granted to such persons as the justices in the execution of the powers of that Act, "and in the exercise of their discretion, deem fit and proper." It is clear from *Reg.* v. *Walsall Justices* (3 C. L. R. 100) that every applicant for a licence is entitled to a hearing, and that to refuse a licence merely in pursuance of a general resolution to grant no more licences is so far illegal that a *mandamus* will issue to compel the justices to hear and determine the application at another meeting, but so long as each applicant has a formal hearing, the reasons of the bench for refusing the *general* licence appear to be quite immaterial in point of law. As to the occasional licence, the words of the statutes (25 Vict. c. 22, s. 13, and 26 & 27 Vict. c. 33, s. 20) are different, and are bare of judicial interpretation. By these enactments "it shall be lawful for the Commissioners of Inland Revenue, whenever they shall think it conducive to public convenience, comfort, and order, and with the consent in writing of a justice of the peace usually acting at the petty sessions for the petty sessional division within which the place of sale is situate," to authorize an excise officer to grant an occasional licence authorizing the holder to sell upon other than licensed premises, and "upon the occasion of any public dinner or ball" to sell liquors "during such hours, before or after sunrise or sunset, as shall be allowed and specified in that behalf in the consent" to be given by the justice for the granting of such occasional licence. In this case the Inland Revenue authorities take the initiative, and the justice of the peace has first a veto, and secondly, in the case of a dinner or ball, the power of extending a special privilege. In either case the functions of the justice of the peace appear to be ministerial rather than judicial, and it may be doubted whether, even if the most anti-liquor reasons were avowed by the non-consenting justice, a rehearing could be forced from him, or a selection of ball and dinner hours could be enjoined upon him by any legal proceedings whatever.

THE RECENT CASE before the Liverpool magistrates, in which the sons of a woman, divorced on the ground of her adultery and without any provision for maintenance, were ordered to contribute to the support of their mother, has drawn attention to the provision of 43 Eliz. c. 2, s. 7, that "the father and grandfather, and the mother and grandmother, and the children of every poor, old, blind, lame, and impotent person, or other poor person not able to work, being of a sufficient ability, shall at their own charges relieve and maintain every such poor person." The Liverpool bench do not seem to have agreed with Serjeant SELLON's remark (4 East. 79) that the obligation to maintain imposed by the statute is "founded on the law of nature," and they are reported to have expressed an opinion that the case was a hard one for the sons, probably because the mother had not bestowed on them the usual maternal attention and oversight, and had by her own act forfeited the right to support by the father, who is still living. But it is to be remembered, on the other hand, that the statutory obligation is mutual, and that if the cases had been reversed, and the "impotent persons" had been the children, the mother, if "of a sufficient ability," would have had to contribute to the support of children who might have cast her off. A case of even greater hardship came before the court in *R.* v. *Munden* (1 Stra. 190), where an order had been made by justices to compel a husband to support his wife's mother. This iniquitous order was reversed

by the court, who laid it down that the statute only extended to "natural relations."

Vice-Chancellor Bacon has entered a protest against the growing practice of inflicting on the court lengthy correspondence, often written with a view to publication before the judge. In a case before him on Thursday, counsel, having diligently read through the documents and pleadings in a case, proposed to invite the attention of the court to certain correspondence between the parties, whereupon the learned judge remarked that, after the pleadings, they were now coming to "the parasitical vermin of letters."

THE GUARDIANSHIP OF INFANTS.

I.

At the risk of inflicting some rather trite law on our readers, we think it desirable to accompany our observations on the recent "Act to amend the law relating to the guardianship and custody of infants" (49 & 50 Vict. c. 27) with a short notice of the office and functions of a testamentary guardian before the recent Act came into operation. It is impossible to understand the effect of many of the new provisions except in connection with the old law. Omitting the obsolete law relating to guardians in socage, by nature, for nurture, and by election, and also as far as possible the subject of appointment of guardians by the court, we propose to deal with the general subject of guardianship.

Constitution of the mother as guardian.—The first material provision of the new Act introduces a new guardian, appointed, not by designation of any person, but by the law. It provides (section 2) that—

"On the death of the father of an infant, and in case the father shall have died prior to the passing of this Act, then from and after the passing of this Act, the mother, if surviving, shall be the guardian of such infant, either alone when no guardian has been appointed by the father, or jointly with any guardian appointed by the father."

The powers and duties of this new guardian are to be similar to those of testamentary guardians appointed by the father. It is to be observed that no provision is made that the mother is to be guardian during widowhood only, nor is it provided that she must be the wife of the father at the time of his death. The contingency of a divorced mother becoming guardian of her children is, however, provided for by section 7, to be noticed hereafter.

Power of the father to appoint guardians.—The substance of the provisions of sections 7, 8, and 9 of 12 Car. 2, c. 24, as subsequently varied and interpreted, may be stated as follows:—The Act vests the power of appointing the guardian in the father only: an appointment by the mother was void, although it might influence the choice of the court in appointing guardians (*Re Kaye*, 1 Ch. 387). The Act (section 8) enabled the father, whether under twenty-one or of full age, to appoint guardians "by deed executed in his lifetime, or by his last will in writing in the presence of two or more credible witnesses." The Wills Act (sections 1 and 7) deprived an infant father of his right to appoint guardians by will; but there is nothing to prevent an infant father from appointing them by deed. It is not clear that the provision of the statute as to two credible witnesses applies to the case of deeds (see *Morgan* v. *Hatchell*, 19 Beav., at p. 87); if it does, the appointee is not disabled from being a witness to the deed (*Ibid.*, at p. 88). A deed appointing guardians is deemed "to be only a testamentary instrument in the form of a deed" (*Ex parte Ilchester*, 7 Ves., at p. 367), and may be revoked by a subsequent will (*Shaftesbury* v. *Hannam*, Finch, 323). A will appointing a guardian need not be proved (*Gilliat* v. *Gilliat*, 3 Phillimore 222). No formal words are necessary for the appointment of guardians by will; all that is necessary is an expression of intention that the management and care of the children should be committed to the person specified (see *Miller* v. *Harris*, 14 Sim. 540).

The statute enables the father to appoint "any person or persons other than Popish recusants"—an exception which, for our purposes, it is not necessary to discuss. It seems that an infant cannot act as guardian (Co. Lit. 52a). The father may appoint a guardian "in remainder"—*e.g.*, on the death of the person first named, or upon the happening of a future event (*Selby* v. *Selby*, 2 Eq. Cas. Abr. 488), and may give to the survivor of the persons appointed guardians power to nominate another person as guardian (*In the Goods of Parnell*, 2 P. & D. 379). A guardian may disclaim before he has acted (*O'Keeffe* v. *Casey*, 1 Sch. & L. 106).

The Act provides that the father may appoint guardians "of his children under the age of twenty-one years and not married at the time of his death." Though there are no children born at the time of the appointment, it is nevertheless valid (*Ex parte Ilchester*, 7 Ves. 348), and the subsequent marriage of a child who was unmarried at the death of the father does not, it seems, determine the guardianship, even in the case of a female infant (*Roach* v. *Garvan*, 1 Ves. sen. 160; but see *Mendes* v. *Mendes*, *Ib.* 91). But the father can only appoint guardians of his *legitimate* children (*Sleeman* v. *Wilson*, 13 Eq. 36).

The appointment may be made to last during such time as the children "shall respectively remain under the age of twenty-one years or any lesser time." If no time is mentioned in the appointment it seems that it will be deemed to continue until the children attain twenty-one (*Mendes* v. *Mendes*, 1 Ves. sen., at p. 91; but see *Bedell* v. *Constable*, Vaughan, 184).

The Act enables the father to "dispose of the custody and tuition" of the child, and enables the guardians to "take into their custody, to the use of such child, the profits of all lands, tenements, and hereditaments of such child, and also the custody, tuition, and management of the goods, chattels, and personal estate of such child," and to "bring such action or actions in relation thereunto as by law a guardian in common socage might do." The general effect of these provisions is to constitute the testamentary guardian a peculiar kind of trustee:—not merely trustee of the property of the ward, but also with duties relating to the person of the ward; not trustee of the whole property of the ward, but only of such of the property as comes into his possession in the character of guardian (*Mathew* v. *Brise*, 14 Beav., at p. 345; *Sleeman* v. *Wilson*, 13 Eq., at p. 41); and, lastly, a trustee for the purpose of management only, not of sale. Being a trustee for the benefit of the ward he is under the "superintendency" of the court in case of "misbehaviour" (*Eyre* v. *Shaftesbury*, 2 P. Wms. 103), and is liable to account in a court of equity, a liability which no time will bar (*Mathew* v. *Brise*, 14 Beav. 341).

More specifically, and subject to the principles stated above, the rights and duties of the testamentary guardian, as regards *the person of the ward*, are these: He is entitled to the custody and control of the ward (see *Re Andrews*, 8 Q. B. 153), and to determine the mode, and select the place, of education of the ward (*Hall* v. *Hall*, 3 Atk. 721). It is his duty to see that the infant is properly maintained out of the income of his property (*Mathew* v. *Brise*, 14 Beav., at p. 345), and to prevent an unfitting marriage of the ward (see *Barber* v. *Taylor*, 1 C. & P. 101; also the provision, as to consent, of the Marriage Act, 4 Geo. 4, c. 76, s. 16).

As regards the *lands of the ward*, the testamentary guardian may, it has been said, "maintain trespass and ejectment, avow for *damage feasant*, make admittance to copyhold, and lease in his own name" (*R.* v. *Oakley*, 10 East., at p. 494; see *Wade* v. *Baker*, 1 Ld. Raym., at p. 131); such leases, however, are voidable by the ward on attaining twenty-one (see Bac. Abr. *Leases* (I., 9)). In *Roe* v. *Hodgson* (2 Wils. 129, 135) a lease by a testamentary guardian for twenty-one years was said to be absolutely void, but this opinion is not consistent with the earlier authorities as to guardians in socage, and the authority of the case, and the correctness of the report have been doubted (see 1 Platt on Leases, 376; 5 Dav. Conv. 258). The testamentary guardian of an infant tenant for life is authorized by section 60 of the Settled Land Act, 1882, to apply for the appointment of a person to exercise on behalf of the infant the powers of a tenant for life, and by section 68 to apply for the appointment by the court of trustees of the settlement for the purposes of the Act.

As regards the *personal property of the ward*, there is little direct authority as to the powers of the testamentary guardian, but it is apprehended that his powers and duties correspond in general to those of an ordinary trustee, so far as relates to management of the property which comes into his possession. He must make the property productive by properly investing it, and also all surplus income beyond that required for the proper maintenance and education of the ward. If he retains large balances in his hands he will be charged with interest

(See *Mathew v. Brise*, 14 Beav., at p. 346). The provision in the Irish Act (14 & 15 Car. 2, c. 19, *Ir.*) conferring the "custody, tuition, and management" of the ward's personal estate on the guardian (words precisely similar to those in the English Act), have been held to make the receipt of a testamentary guardian for a legacy to the infant a good discharge (*McCreight* v. *McCreight*, 13 Ir. Eq. 314). The general impression in England has been to the contrary; but it is to be observed that in *Re Cresswell* (30 W. R. 244), Fry, J., did not dissent from the Irish decision, and, indeed, expressly disclaimed any intention of interfering with it.

CONCERNING SEARCHES.

(XII.) JUDGMENTS.

JUDGMENTS BEFORE 1 & 2 VICT. C. 110.

AT common law a judgment creditor could not take in execution the land itself; he could only sue out a writ of *levari facias*, under which he received the profits as they accrued, through the sheriff, who thus collected the debt for him (3 Rep. 11; 2 Wms. Saund. 68n; 11 Vin. Abr. *Execution*, Q.a. 3, Pl. 2). This was consistent with the policy of the early feudal law, which forbade alienation, and the first enactment which allowed a judgment creditor to take possession of the lands of his debtor was the Statute of Westminster 2 (13 Edw. 1, c. 18), made shortly before the power of alienation was conferred by the Statute of *Quia Emptores* (18 Edw. 1). Under the Statute of Westminster 2 was framed the writ of *elegit*, by virtue of which the sheriff delivered to the judgment creditor possession of a moiety of the debtor's lands, including under that term freeholds held in severalty, in coparcenary, or in common, rents-charge, impropriate rectories, and tithes, estates tail (but only during the life of tenant in tail), and reversions (2 Wms. Saund. 69n; 3 Prest. Abst. 326). But copyholds, customary freeholds (probably), advowsons in gross, glebe, and rents seck were held not to be within the statute (*ibid.*). The right of the creditor against the lands of a joint tenant was defeated upon the debtor's death by the *jus accrescendi* of surviving joint tenants (6 Rep. 78). A term of years might be extended as to a moiety under an *elegit*, or the whole term might be sold under a *fi. fa.* (2 Wms. Saund. 68 f, n).

A judgment affected, or was a lien upon (see this explained, *post*), not only lands belonging to the debtor when it was entered up, but also any lands subsequently acquired by him. Freeholds were bound from the time of entering up the judgment, but terms of years, as being chattels, were bound at common law only when execution was sued out—*i.e.*, from the *teste*, or date, of the writ (*Fleetwood's case*, 8 Rep. 171a); and by the Statute of Frauds (section 16) they were not bound until the writ was delivered to the sheriff (see Dart V. & P. 475). The process by *elegit* has been already explained (30 SOLICITORS' JOURNAL, 724), and may be seen clearly exhibited in *Underhill* v. *Devereux* (2 Wms. Saund. 68).

Equitable interests.—Uses were not extendible at common law, nor were they within the Statute of Westminster 2 (2 Pow. Mort. 601). The statutes 1 Ric. 3, c. 1, and 19 Hen. 7, c. 15, subjected them to execution, but these enactments were rendered obsolete by the Statute of Uses. The revival of uses under the name of trusts eventually led to the enactment of section 10 of the Statute of Frauds, which empowered the sheriff to deliver in execution hereditaments held in trust for the debtor "*at the time of execution sued.*" Under these words equitable estates were not bound until execution, and, therefore, could not be taken in legal execution as against a purchaser to whom the legal estate had been conveyed; but in equity, if the purchaser, before he paid his purchase-money, had notice of judgments affecting the equitable title, he could not safely complete without having such judgments satisfied or the property exonerated from them (3 Prest. Abst. 325, 327; *Hunt* v. *Coles*, Com. Rep. 226). It is frequently laid down in text-books that a trust of a term of years was held not to be within the statute, an exception put by some on the ground that section 10 of the Statute of Frauds uses the word "lands," which is said not to be applicable to interests less than freehold (1 Sand. Us. 285; 2 Pow. Mort. 603n, citing Shep. Touch. 88, 92); by others on the use of the word "seised" in the section. But *Scott* v. *Scholey* (8 East, 467), which is cited as the authority for the exception of equitable terms, was a case, not of a simple trust, but of a great complication of equitable interests (see *per* Stuart, V.C., *Gore* v. *Bowser*, 3 Sm. & Giff. 1); and the decision may be supported on this ground, for it was settled law that the statute did not enable legal execution to be enforced against any equitable interest of which the debtor was not the sole owner (*Forth* v. *Duke of Norfolk*, 4 Madd. 504); "there must be a clear and simple trust for the benefit of the debtor" (*Doe* v. *Greenhill*, 4 B. & Ald. 684), *e.g.*, it did not operate where he had only an equity of redemption (3 Prest. Abst. 326; 1 Pow. Mort. 257; *Lyster* v. *Dolland*, 1 Ves. jun. 431; *Plunkett* v. *Pearson*, 2 Atk. 290; *Smith* v. *Hurst*, 10 Ha. 51).

A creditor who had sued out a *fi. fa.* could in equity obtain satisfaction of his debt out of an equitable interest in a term of years (*Gore* v. *Bowser*, *ubi sup.*).

Appointment.—Upon the principle that an appointee takes immediately under the donor of the power, and that the exercise of the power divests an estate limited to the donee in default of appointment, it was held that an appointee (even with notice: *Skeeles* v. *Shearley*, 8 Sim. 153; 3 My. & Cr. 112) was not bound by judgments entered up against the appointor after the creation of the power (*Doe d. Wigan* v. *Jones*, 10 B. & C. 459; 1 Sand. Us. 161; *Langton* v. *Horton*, 1 Ha., at p. 563).

Effect of contract for sale.—A judgment entered up against the vendor after a contract for sale, but before conveyance, was immaterial in equity (*Averall* v. *Wade*, Ll. & G. t. Sugd. 262); for the equitable interest had ceased to belong to the vendor (*Finch* v. *Winchelsea*, 1 P. Wms. 277; *Lodge* v. *Lyseley*, 4 Sim. 70; *Benham* v. *Keane*, 1 J. & H., at p. 697). Therefore, after contract, the Court of Chancery would, on behalf of the party entitled to the benefit of the contract, restrain a judgment creditor from proceeding against the legal ownership (*per* Wood, V.C., *Benham* v. *Keane*, 9 W. R. 765, 1 J. & H. 697). The purchaser was, therefore, protected in respect of so much of the purchase-money as he had paid before he had notice of the judgment; but, as soon as he became affected with notice, the creditor acquired a lien on the purchase-money remaining unpaid (*Forth* v. *Duke of Norfolk*, 4 Madd. 505; 3 Prest. Abst. 329); and this appears to be law at the present day (Sugd. Conc. V. 390; Dart. 472).

Trust for sale.—So, where lands had been conveyed to trustees for sale, they were not bound by judgments subsequently entered up against the settlor; but the purchaser, if he became affected by notice of them, would be bound in respect of unpaid purchase-money, unless the trustees' receipts were to be sufficient discharges, in which case it would seem that even express notice would not make him liable to the judgment creditor (*Lodge* v. *Lyseley*, 4 Sim. 75).

These rules as to the effect of contracts and trusts for sale are applications of the principles—first, that a judgment creditor is not a purchaser; second, that he can take only what belongs to his debtor subject to every liability which affected it in the debtor's hands.

(1) *Judgment creditor not a purchaser.*—A judgment creditor is not to be considered a purchaser, for he does not lend his money upon the security of the land (*Brace* v. *Duchess of Marlborough*, 2 P. Wms. 490); his rights in the land, therefore, are subject to all prior estates and interests therein, whether he has notice of them or not, and he cannot claim the protection given in equity to purchasers for value without notice (*Whitworth* v. *Gaugain*, 1 Ph., at p. 733; *Beavan* v. *Earl of Oxford*, 3 De G. M. & G. 517, foll.; *Benham* v. *Keane*, 1 J. & H., at p. 698, 3 De G. F. & J., at p. 332, 9 W. R. 765, 10 W. R. 67). And this applies even where he is in possession under an *elegit* and has a legal estate (3 Hare, 416), for the court, having established that the equitable ownership may be in one person and the legal ownership in another, must interpose where it is necessary to protect the equitable ownership (*Langton* v. *Horton*, 1 Ha. 560).

But, while a judgment creditor cannot defeat the prior equitable interest of a purchaser, even though he had no notice of it, on the other hand, he is not affected by notice as against other judgment creditors, because they are not purchasers (see *per* Wood, V.C., in *Benham* v. *Keane*, 1 J. & H., at p. 702).

(2) *Judgment creditor can take only what belongs to the debtor.*—A judgment only attaches on that which is, at the time when it is entered up, or which afterwards becomes, the property of the debtor, both at law and in equity; for if it is charged in equity

before the entry of the judgment, the judgment will not affect such charge. It can only attach upon the interest which remains in the debtor—viz., the legal estate subject to the charge (*Whitworth* v. *Gaugain*, 1 Ph. 728). The creditor stands in the place of his debtor, and only takes the property of his debtor subject to every liability under which the debtor himself held it (*Whitworth* v. *Gaugain*, 3 Ha. 325). He cannot take the property of other persons though it may be in the possession of the debtor as trustee (1 Hare, 560). The question is not whether the judgment creditor had or had not notice, but whether there is anything belonging to the debtor which can be attached (see *Benham* v. *Keane*, 1 J. & H. 697).

These principles are equally applicable since 1 & 2 Vict. c. 110 (1 Ph. 734; see *Kinderley* v. *Jervis*, 22 Beav. 1, 2 Spence Eq. Jur. 325), and they have recently been applied as against a judgment creditor's garnishee order (*Ex parte Whitehouse*, 32 Ch. D. 512).

Judgments in what sense a lien.—It is frequently said that a judgment under the old law was a "general lien" or a "charge" on the debtor's lands, but such expressions are inaccurate, and are misleading unless understood in a restricted sense (5 Jarm. Conv. 41). The lands became bound only in the sense that they were liable to be seized by the creditor whenever he should please to sue out writs of execution for that purpose (1 Pow. Mort. 274n, 6 De G. M. & G. 517, 518); but he had no interest merely by the judgment in the estate itself (3 My. & Cr. 417); he had only "the potentiality of acquiring one" (*per* Jessel, M.R., 9 Ch. D. 284), a right to seize and hold the lands for the payment of the debt (3 De G. F. & J. 329). "It is not correct to say that, according to the usual acceptation of the term, the creditor obtains a lien by virtue of his judgment. If he had an equitable lien, he would have a right to come here to have the estate sold; but he has no such right" (*per* Lord Cottenham, C., *Neate* v. *Duke of Marlborough*, 3 My. & Cr., at p. 417).

When, therefore, statutes speak of lands being "affected" by judgments, it would seem that the meaning is merely that they become liable to such rights as, by the common and statute law for the time being in force, are given to the creditor. Under the old law his right was only to obtain possession of the lands and receipt of the rents and profits until the debt was satisfied, and this remark applies to the equitable execution given by the Court of Chancery in cases where the lands could not be delivered in execution at law (see 9 Ch. D. 284, 289, 291).

RECENT DECISIONS.

SERVICE OUT OF THE JURISDICTION.

(*Jones* v. *Scottish Accident Insurance Co.*, 17 Q. B. D. 421; *Thomas* v. *Duchess of Hamilton*, *Ib.* 502.)

Recent decisions on points arising under R. S. C., 1883, XI., shew that there is still some uncertainty as to the circumstances in which service out of the jurisdiction will be allowed. *Jones* v. *The Scottish Accident Insurance Co.* was a case in which the defendant company had their head office in Edinburgh, whilst their secretary resided there; but they had also branch offices and agencies thoughout England, with a chief office for England in London. It was contended that, inasmuch as the defendants carried on business in England by their various agents, they were "domiciled or ordinarily resident within the jurisdiction." But, as Pollock, B., pointed out, to hold that a company is domiciled where it has an agent for local business would be to hold that it is domiciled in every town in England, Scotland, and Ireland where it has an agency. The application was, of course, refused. In *Thomas* v. *The Duchess of Hamilton*—an action for the price of goods supplied—an order for service out of the jurisdiction had been made and service had been effected. The defendant then applied to the judge at chambers to rescind the order and to set aside the proceedings which had been taken thereon. The judge, however, refused to do this, but made an order to the effect that the plaintiff's claim should be limited to the recovery of the price of goods in respect of which it might appear at the trial that a writ could have been properly served out of the jurisdiction. The plaintiff appealed against this order, and his appeal was allowed on the ground that it was not convenient to impose a limitation of this kind on the plaintiff. The defendant then, in turn, appealed, and the Court of Appeal were of opinion that the judge in chambers had exercised his discretion rightly, and restored his order. Before the Judicature Act the practice appears to have been to impose this limitation on the plaintiff's claim where there was a conflict as to the facts on which the right to serve the writ out of the jurisdiction depended. However, the disadvantages of postponing until the trial a preliminary question of procedure are obvious, and it would certainly seem to be the more convenient practice that, in applications for leave for service out of the jurisdiction, the leave, if given at all, should not be qualified by any limitation. We may add to the above cases on R. S. C., 1883, XI., that an application for leave to serve an originating summons out of the jurisdiction was unsuccessful (*Re Busfield*, 30 SOLICITORS' JOURNAL, 303). Service out of the jurisdiction of a petition for payment out of court has been allowed (*Colls* v. *Robbins*, *Ib.*, 550); but the court has no jurisdiction to give leave to serve notices of orders and other proceedings in the winding up of a company on persons residing out of the jurisdiction (*Re Anglo-African Steamship Co.*, 34 W. R. 554, 32 Ch. D. 348).

REVIEWS.

EQUITY JURISPRUDENCE.

COMMENTARIES ON EQUITY JURISPRUDENCE AS ADMINISTERED IN ENGLAND AND AMERICA. By JOSEPH STORY. THIRTEENTH EDITION. By MELVILLE M. BIGELOW. 2 Vols. Sampson Low, Marston, Searle, & Rivington.

In our notice of the first English edition of this work we took occasion to observe that the editor of a new edition of a standard law book has two courses open to him, either of which may lead to a satisfactory result. He may reproduce the original book *verbatim* and bring it up to date by means of additional notes or interpolated sections, distinguishing these by brackets or other devices from the original text; or he may rewrite such parts of his author as new laws and decisions have made obsolete, and thus in effect produce a new treatise. The former plan is that which has been here adopted, but we doubt whether it was wise in this particular case to attempt to bring the original text up to date by the addition of occasional footnotes. Reverence for the authority of Judge Story has, however, induced the present editor to revert to the last edition which received the author's personal supervision in passing through the press, and to reprint that edition, with its footnotes, as an authoritative text uncorrupted by the annotations of his predecessors. He reserves for a second set of footnotes his own editorial observations, which he relies upon as filling up the gap since 1846. But forty years of legislation have wrought such changes in equity jurisprudence "as administered in England" that many of the statements in the text are obsolete and misleading; and so universally is this true that it would be, in our opinion, hopeless to correct the errors of the original text by any annotation, however careful. Although legal and equitable rights are still perfectly distinct, there is in this country no such thing as a court of equity separate from a court of law. The divergence and the occasional antagonism of the two have been abolished by the fusion of the several jurisdictions. Consequently, the very foundation of Mr. Justice Story's book—viz., the distinguishing features of courts of equity and courts of common law—has been altogether swept away. "Many persons," we are informed in section 34, "and especially foreigners, have often expressed surprise that distinct courts should in England and America be established for the administration of equity, instead of the whole administration of municipal justice being confided to one and the same class of courts, without any discrimination between law and equity." So Judge Story wrote in 1846, and the statement is repeated by his editor in 1886 without note or comment of any kind. We only give this as a specimen of the havoc which time has played with the text; for from beginning to end of the book we have the ever-recurring idea of the separate jurisdictions of the courts. This error is not corrected by the editor, and is even reproduced in his own notes. Thus, in the note at p. 31 of vol. 1, we find the statement "that even in courts of general chancery powers—that is, in the English Chancery—the common practice in matters of concurrent jurisdiction is to remit parties to their remedy at law, if that is plain and adequate." Dr. Melville M. Bigelow cannot have completely grasped the effect of the Judicature Act upon the administration of equity jurisprudence in this country, or he would not have made use of such obsolete expressions. Were it not that we noticed in the chapter on "Bills Quia Timet" a reference to the Judicature Act, 1873, we should have supposed that the existence of that statute had not come to the editor's knowledge.

We ought not, perhaps, to expect from an American writer the same familiarity with English procedure as we do from the English author of a purely English text-book; but these commentaries, as appears from the title-page, profess to be almost as much English as American, for they treat of equity jurisprudence "as administered in England and America." We do, therefore, expect from an editor who undertakes the task of bringing them down to date some familiarity with the principal statutory innovations which have been introduced in this country. The notes of the present editor by no

means satisfy our requirements in this particular. Thus, for example, in the chapter on partition, there is but one cursory reference to the Partition Acts; in that on mortgages the statutory powers are entirely ignored. "Consolidation" is treated without mentioning the important provision on that subject in the Conveyancing Act, 1881; and the same observation applies to the power of the court to order a sale. The Rules of the Supreme Court, no unimportant part of the administration of equity, are, so far as we have noticed, never once referred to. But perhaps the most astonishing omission of all is the treatment of "married women" without referring to any of the Acts which have been passed in relation to their property.

The citation of cases is equally incomplete. To give but one example:—In the chapter on "Compensation and Damages" in specific performance, no reference is made to *Henty* v. *Schröder* (L. R. 12 Ch. D. 666), *Tamplin* v. *James* (L. R. 15 Ch. D. 215), or *Hipgrave* v. *Case* (L. R. 28 Ch. D. 356), cases which we should certainly expect to find in an English text-book treating the same subject. The cases cited, too, are very frequently not arranged in their chronological order. Thus, at p. 286 of the 2nd volume, we have 9 Ch., 2 Eq., 8 Eq., 1 Eq. as the order of citation, and, again, on p. 289, 1 Atk., 4 Ch. D., 6 Hurl. & N., 1 Ves. sen. This jumbling of cases without any excuse for such arbitrary arrangement is embarrassing to the reader, and tends to the conclusion that they were pitchforked into their places without due regard to the proposition which they were intended to support. This conclusion, we fear, is occasionally but too well founded. We will give an instance from vol. ii., p. 285, where six cases are cited in support of the statement that marriage articles are to be construed "most beneficially for the issue of the marriage." Of these six cases the first four relate to covenants to settle after-acquired property in ante-nuptial settlements, one is a case of voluntary settlement upon a married woman and her issue, and the sixth, in which alone marriage articles are mentioned, contains no single sentence touching the proposition in the text.

CORRESPONDENCE.

STAMP ON SETTLEMENT OF REVERSIONARY INTEREST.

[*To the Editor of the Solicitors' Journal.*]

Sir,—A marriage settlement of a reversionary interest in a fund which will fall into possession on the death of the settlor's father and mother. Is the stamp duty on the settlement to be calculated on the value of the fund as a reversionary interest, or on the full value as if it were in possession? I should feel obliged if one of your readers could enlighten me. NOTARY.

Oct. 25.

[On the full amount of the reversionary interest, not on its value at the time of settlement—see Griffith's Stamp Duties Digest, 8th ed., 105. But we have been unable to discover any other authority for the rule there laid down, and should be glad to know if any exists.—ED. *S. J.*]

UNIVERSITY EDUCATION OF SOLICITORS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—With reference to the proposal referred to in Mr. Morrell's valuable paper, read at the late provincial meeting of the Incorporated Law Society at York, and to the letter of Dr. Percival, of Trinity College, Oxford, to the president of the Incorporated Law Society, I beg to refer you to the fact that the objects desired are attained at Cavendish College, Cambridge; which has been established for some years to enable students at an early age, and at moderate cost, to take the University degree in arts, law, and medicine.

The college is well spoken of by all who know it. There is sufficient supervision over the students, and such other arrangements are made, that parents can with confidence send their lads to the University at the early age of sixteen to seventeen. F. TRUEFITT.

London, Oct. 25.

PURCHASER'S TITLE DEFEATED BY FI. FA.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Since my return to town I have been looking up the back numbers of your journal, and have read with special interest and attention the articles "Concerning Searches." In your issue of 4th September there occurs this passage:—"*Purchaser defeated by Fi. Fa.*—As before pointed out, the debtor's term (that is, a term of years) is bound as regards third parties from the time when the writ is delivered to the sheriff. This may be done immediately before completion of a purchase, a fact of which the purchaser may be ignorant, the result being that he may be ousted by a purchaser from the sheriff and lose his money."

In the next paragraph but one preceding that which I have quoted the article deals with the question from what time the term of years is bound by a *fi. fa.*, and in support of the statements there made the cases of *Guest* v. *Cowbridge Railway Co.* (6 Eq. 623) and *Ex parte Williams* (7 Ch. 314) are, amongst others, quoted. I was so startled by this very plain statement so contrary to all that I have understood to be the fact, that I determined to look up these cases, as well as those which refer to a previous part of your article in which "Actual delivery in execution" under the head of *Elegit* is dealt with. I cannot find that the case of *Guest* v. *Cowbridge Railway Co.* touches the question of third parties. It simply decides the priorities of creditors *inter se*. The second case was one relating to goods only, and had no reference to the Act of 27 & 28 Vict. c. 112; while those of *Ex parte Evans* and *Re Hobson* do not, as far as I can understand them, justify the construction put upon them.

What I wish to point out is this:—

1. That although the Act of 27 & 28 Vict. c. 112 is limited to assimilating the law affecting freeholds and leaseholds to that affecting purely personal estates, yet the Act uses a particular expression in describing the event upon which the first-named class of property is to be affected, and that, therefore, the whole question is, What is "actual delivery in execution"?

2. The case of *Guest* v. *Cowbridge Railway Co.* establishes that a creditor has no lien until the return of the writ. This case has no reference to a debtor and his purchaser on the one hand and creditors on the other. It simply decided the priorities between creditors *inter se*; but the decision is important.

3. The case of *Re Duke of Newcastle*, quoted in the case of *Champneys* v. *Burland*, lays it down plainly that the mere issuing a writ of *fi. fa.* cannot satisfy the statute, and that there can be no actual delivery of land in execution "without going on the land and delivery of seisin."

4. That the case of *Re Hobson* (34 W. R. 786) does not decide that the return of the writ is seizure of the land within the meaning of any Act, but that, the land having been delivered in execution by the sheriff to the creditor, the statute is satisfied, and the return of the writ was not necessary to protect the creditor against a trustee in bankruptcy who had been appointed after delivery but before the return of the writ. See also the recent case of *Re Pope*.

5. That the case of *Ex parte Evans* does not decide that the return of the sheriff to the writ constitutes actual delivery. James, L.J., says that the appointment of a receiver is an equitable delivery in execution and equivalent to a return of the sheriff to a writ of *elegit*.

From a consideration of these cases I deduce the following:—

(*a.*) That "actual delivery in execution" in the case of an *elegit*, as of a *fi. fa.*, can only be satisfied by an actual going on to the land and delivery of seisin.

(*b.*) That such delivery is perfected in either case without an immediate return to the writ by the sheriff.

(*c.*) That, on the authority of *Re Duke of Newcastle*, registration of the writ before actual delivery in execution is not in "disaccordance (see headnote) with the Act, and that, therefore, a purchaser may, by searching, discover that which may stop him ere it be too late.

(*d.*) That, in all cases where the writ of *elegit* or *fi. fa.* is registered in strict conformity, in point of time, with the words of the Act, searching is absolutely useless for the simple reason that the mischief is done before the writ is on the file.

I have only to observe that it will be seen that my view of the law, as based upon the cases I have referred to, is quite opposed to that laid down in the article alluded to. I shall be glad to be set right if I am wrong, but I certainly hope I am right. G. A. C.

London, Oct. 27.

[We fear that our correspondent's hope is delusive. It is impossible to find space for a reply in detail to his criticisms, but we will refer to the main points raised in his letter.

He objects to our statement, at p. 725, that while, as regards the debtor himself, property is bound from the *teste* of the writ of *fi. fa.*, still, as regards third parties, it is bound from the time of the writ being delivered to the sheriff. He also objects to our citing *Guest* v. *Cowbridge Railway Co.* (6 Eq. 619), in support of this statement. He does not say (as he might have said) that this case is not an authority because it related to *elegits*; we cited it only as throwing light on what was sufficiently proved by the other cases cited. *Hutchinson* v. *Johnson* (1 T. R. 729), shews that, as between two creditors issuing writs of *fi. fa.*, "the person whose writ is first delivered to the sheriff is entitled to a priority, and that the goods of the party are bound by the delivery of the writ."

In the case of *Re Hobson* (34 W. R. 786) there occurs the confusion

pointed out in our article between the return "to" and the return "of" the writ. But the context shews distinctly what was meant. The judgment distinguishes between delivery in execution and the return "to" the writ, and points out that the time of making the return is immaterial. It is clear that the judgment uses the word "to" instead of "of." The form of the return "to" the writ will be found in Chitty's Practical Forms, p. 427, while the manner of making the return "of" the writ, commonly called returning the writ, will be found at Chitty's Archbold's Practice, p. 815.

The conclusion that our correspondent arrives at, that "actual delivery in execution in the case of an *elegit*, as of a *fi. fa.*, can only be satisfied by an actual going on to the land and delivery of seisin, and that such delivery is perfected in either case without an immediate return to the writ by the sheriff," appears to us to be inaccurate. We confess that, before we had considered the subject, we were under the impression that delivery in execution meant that something was done on the land itself, but we arrived at the conclusion, not only from perusing the cases, but from inquiries made from practitioners of large experience, that a creditor to whom land is delivered under an *elegit*, and a purchaser of a term of years sold by the sheriff under a *fi. fa.*, only acquires *a right to possession*. No doubt in many cases the debtor gives up possession without action, but if he chooses to remain in possession the creditor or purchaser, as the case may be, is put to his action.

We did not, in the article referred to, discuss the question whether a writ of execution can be registered before delivery in execution; we shall consider this point in a forthcoming article.

We are at a loss to understand why, in our correspondent's opinion, to search for registered executions is useless, because "the mischief is done before the writ is on the file." A purchaser wishes to know, before he pays his money, whether the vendor can make a good title to the land sold. If the land has been delivered in execution he cannot do so, and it appears to us that if he finds a registered execution no mischief is done to him, while on the other hand he will be prevented from paying his money to a person who cannot give him a good title.—ED. *S. J.*]

NEW ORDERS, &c.

THE BANKRUPTCY ACT, 1883.

ORDER AS TO FEES AND PER-CENTAGES.

I, the Right Honourable Hardinge Stanley Baron Halsbury, Lord High Chancellor of Great Britain, Do, by virtue of the powers vested in me by the Bankruptcy Act, 1883, prescribe that the fees and per-centages in the scale hereto annexed shall, from and after the 24th day of October, 1886, be the fees and per-centages to be charged for or in respect of proceedings under the said Act, and shall be taken in any court having jurisdiction in bankruptcy and in any office connected with any such court, and in the Board of Trade and any office connected therewith, and by any officer paid wholly or partly out of public money attached to any such court or to the Board of Trade.

(Signed) HALSBURY, C.

Dated the 25th day of October, 1886.

SCALE OF FEES AND PER-CENTAGES.

TABLE A.

	£	s.	d.
Every declaration by a debtor of inability to pay his debts	0	5	0
Every bankruptcy notice	0	5	0
Every bankruptcy petition	5	0	0
Every bond with sureties	0	10	0
Every affidavit filed (or report of an official receiver in lieu of an affidavit), other than proof of debts	0	2	0
Every subpœna or summons under section 27	0	1	0
For taking an affidavit or an affirmation, or attestation, upon honour in lieu of an affidavit or a declaration except for proof of debts, for each person making the same	0	1	6
And in addition thereto for each exhibit therein referred to and required to be marked	0	1	0
On every proof of debt above £2	0	1	0
Every petition under section 125 and every order of administration under section 125 (4) of the Act	5	0	0
Every special proxy or voting paper	0	0	1
Every receiving order under section 103 of the Act	5	0	0
Every application for an order of discharge, including expense of Gazetting	1	10	0
And for each creditor to be notified	0	1	0
Every application to the court under sections 18 and 23 to approve a scheme, a fee computed at the following rates on the gross amount of the estimated assets (but not exceeding the gross amount of the unsecured liabilities)—viz., £1 on the first £100 or fraction of £100, and 5s. on each £25 or fraction of £25 above £100 up to £5,000, and 2s. 6d. on each £25 or fraction of £25 above that amount			—
Every application to the court under sections 18 and 23 to approve a composition, a fee computed at the following rates on the gross amount of the composition—viz., £1 on the first £100 or fraction of £100, and 5s. on each £25 or fraction of £25 above £100 up to £5,000, and 2s. 6d. on each £25 or fraction of £25 above that amount			—
[NOTE.—Where a scheme or composition has not been approved by the court, and a subsequent application is made to the court to approve of another scheme or composition, one or other of the above fees (as the case may require) shall be charged, less seven-eighths of the fee paid on the first application, and also of any net fee already paid under Table C.]			—
Every application for search other than by petitioner, trustee, bankrupt, or officer of the court	0	1	0
Every application to the court, except by the official receiver	0	5	0
Every office copy, each folio of 72 words	0	0	4
On every record of trial or such less sum as the court may specially order.	5	0	0
Every allocatur by any officer of the court for any costs, charges, or disbursements, Where the amount allowed shall not exceed £4	0	2	0
Where the amount exceeds £4 for every £2 allowed or a fraction thereof	0	1	0
Every application to an official receiver to appoint a special manager or to carry on the business of a debtor	0	5	0
Every application by a committee of inspection to the Board of Trade for a local banking account	1	0	0
Every order of the Board of Trade for a local banking account	2	0	0
Every application by a trustee to an official receiver acting as committee of inspection under rule 250:— Where the assets are certified by the official receiver as not likely to realize more than £500	0	5	0
Where the assets are likely to exceed £500	0	10	0
Every application under section 162 to the Board of Trade for payment of money out of the bankruptcy estates account; and every application for the re-issue of a lapsed cheque or money order in respect of moneys standing to the credit of the bankruptcy estates account	0	2	6

On one copy of the cash book, shewing assets realized, forwarded by the official receiver or trustee to the Board of Trade, a fee according to the following scale on the gross amount of the assets realized and brought on credit—viz.: £1 on the first £100 or fraction of £100, and 5s. on each £25 or fraction of £25 above £100 up to £5,000, and 2s. 6d. on each £25 or fraction of £25 above that amount. Provided that, where a fee has been taken on an application under sections 18 or 23, seven-eighths of the amount thereof shall be deducted from this fee.

TABLE B.

On the net assets realized or brought to credit by the official receiver, whether acting as interim receiver, receiver, or trustee, after deducting any sums paid to secured creditors in respect of their securities and not being assets realized by a special manager or moneys received and spent in carrying on the business of the debtor, and on the net assets realized by an official receiver when acting as trustee to administer a debtor's property under a composition or scheme, after deducting any sums paid to secured creditors in respect of their securities, and not being moneys received and spent in carrying on the business of a debtor, a percentage according to the following scale:—

On the first £1,000 or fraction thereof			£5 per cent.
,, next	1,500	,, ,,	4 ,,
,, ,,	2,500	,, ,,	3 ,,
,, ,,	5,000	,, ,,	2 ,,
Above	10,000	,, ,,	1 ,,

On the amount distributed in dividend by the official receiver, when acting as trustee under adjudications, schemes, or compositions, a per-centage according to the following scale:—

On the first £1,000 or fraction thereof			£2½ per cent.
,, next	1,500	,, ,,	2 ,,
,, ,,	2,500	,, ,,	1½ ,,
,, ,,	5,000	,, ,,	1 ,,
Above	10,000	,, ,,	½ ,,

	£	s.	d.
For the official receiver acting as interim receiver of the property of a debtor under section 10 in addition to the per-centage chargeable on realizations, on every order	3	0	0
And, in addition, where the order is in force for a longer period than fourteen days, for every seven days, after the first fourteen, and for every fraction of seven days	1	0	0
For each notice by an official receiver to a creditor of a first or any other meeting, or sitting of the court	0	1	0
For each notice by an official receiver to a creditor of an adjourned meeting or an adjourned sitting of the court	0	0	6

For the official receiver supervising a special manager or the carrying on of a debtor's business a fee according to the following scale:—

If the gross assets are estimated by the official receiver not to exceed £500	£1 per week.
If to exceed £500 but not to exceed £5,000	2 ,,
If to exceed £5,000 but not to exceed £10,000	3 ,,
If to exceed £10,000 but not to exceed £20,000	4 ,,
If to exceed £20,000	5 ,,

	£	s.	d.
Room for meeting or adjourned meeting of creditors summoned by official receiver, for each creditor to whom notice has been given of such meeting, but not exceeding in summary administrations £2 for each meeting; and in non-summary administrations not exceeding £5 for each meeting	0	1	0
Travelling, keeping possession, and other reasonable expenses of official receiver, the amount disbursed	—		
For official stationery, printing, books, forms, and postages, each estate:—			
For every ten creditors or fraction of twenty	0	10	0
For every ten applications to debtors to an estate, or fraction of ten	0	2	0

On every payment under section 162 of money out of the bankruptcy estates account threepence on each pound or fraction of a pound to be charged as follows:—

Where the money consists of unclaimed dividends, on each dividend paid out;

Where the money consists of undistributed funds or balances, on the amount paid out.

TABLE C.

	£	s.	d.
High bailiff for attending sittings of the court, under each receiving order, in summary cases, per case	0	4	0
High bailiff for attending court in non-summary cases, per case	0	6	0
Serving every bankruptcy notice, bankruptcy petition, or subpœna or receiving or other order (not serviceable by post) within two miles, including affidavit of service	0	3	6
If serviceable by post	0	1	0
Executing every warrant of seizure, or search warrant, or warrant of apprehension, or order of commitment within two miles of court	0	10	0
Keeping possession under a warrant, for each day the man is actually in possession; including affidavit of possession being actually kept (not less than 3s. 6d. of the above sum is to be paid to the man in possession, and his receipt produced.)	0	4	6
High bailiff's or (in the London district) officer's man, travelling to place of possession, or to execute a warrant of or order of commitment, or to serve a summons or subpœna, or for any other purpose specially directed by the court, per mile	0	0	5
His time, per day, where distance exceeds 10 miles	0	4	6
His expenses, per day	0	4	6
If high bailiff of a county court or bankruptcy officer of Supreme Court directed by the court personally to travel, per mile	0	0	7
His time, per day	0	10	0
His expenses, per day	0	10	0

TABLE D.

The fees and allowances payable on proceedings had after the 24th day of October, 1886, in respect of any matter which was pending in any court having jurisdiction in bankruptcy on the thirty-first day of December, 1883, shall be the same as if those proceedings had been taken before such last-mentioned day, and shall be applied to the same purposes: Provided that where the official receiver acts as trustee under the provisions of sections 159, 160, and 161, the fees payable shall be:—

(1.) For realisations by him, the same scale as in realizations under Table B.;

(2.) For distribution:—

On amounts not exceeding £1,000	Two per cent
,, above £1,000	One ,,

The official receiver shall also be allowed all proper out of pocket expenses. Where he executes any conveyance or transacts any legal or other business at the instance of third parties, the parties interested shall be required to pay for his time occupied and for that of his clerks according to such scale as the Board of Trade may from time to time prescribe, and to pay all legal or other necessary expenses incurred by him.

TABLE E.

For every order of administration under section 122, two shillings in the pound on the total amount of the debts scheduled from time to time, excluding any fraction of a pound in such total.

We, the undersigned Lords Commissioners of Her Majesty's Treasury, do hereby sanction the foregoing scales of fees and per-centages, and do direct that the fees to be taken by stamps shall be those mentioned in Table A., and that the fees mentioned in Tables B., C., D., and E. shall be taken in money, except that such of the fees and allowances referred to in Table D. as have hitherto been taken by stamps shall continue to be taken by stamps: the stamps to be used shall be Bankruptcy fee stamps, with the exception of the penny stamp on every special proxy or voting paper which may be a Postage and Inland Revenue Stamp.

And we further direct that wherever practicable the stamp shall be affixed or the money paid in respect of every fee mentioned in Tables A., B., C., and D., before the proceeding is had in respect of which the fee is payable, and that the charge to be made by the *London Gazette* for the insertion of each notice authorised by the Act or Rules shall be five shillings.

(Signed) SIDNEY HERBERT,
W. H. WALROND.

Dated the 25th day of October, 1886.

ORDER AS TO STAMPS.

Order as to the fees and per-centages which are required to be taken for bankruptcy proceedings in the High Court of Justice and Court of Appeal by means of stamps, amending the previous order on the same subject, published in the supplement to the *London Gazette*.

Whereas by section three of the Public Offices Fees Act, 1879, it is provided that the Treasury may from time to time make, and when made, revoke, alter, and add to, regulations for all or any of the following purposes respecting fees in any public office—that is to say,—

(1.) Regulating the manner in which the fees taken in money are to be taken, accounted for, and paid over.

(2.) Determining the use of impressed or adhesive stamps, and the mode of cancellation of adhesive stamps.

(3.) Regulating the use of stamps and prescribing the application thereof to documents from time to time in use, and requiring documents to be used for the purpose of such stamps.

Provided that so far as they relate to the office of any court of law, they shall be made with the consent of the Lord Chancellor.

Now we, the undersigned, being two of the lords of her Majesty's Treasury, do, with the concurrence of the Lord Chancellor, hereby give notice and order and direct:—

That from and after the 25th day of October, 1886, in lieu of any regulations on the subject heretofore in force, the stamps used for denoting the fees and per-centages described in the schedule hereto subjoined shall, so far as they are payable in regard to proceedings in the High Court of Justice and Court of Appeal, be of the character and be applied and otherwise dealt with as prescribed by such schedule. And we do further enjoin that this order shall be binding on all courts, offices, and persons whom such regulations may in any way affect.

The adhesive stamps herein referred to shall be of the description overprinted with the word "Bankruptcy," except where otherwise provided. They shall be cancelled by the various court or other officials by perforation, or in such manner as the Commissioners of Inland Revenue may from time to time direct. The impressed stamps also shall be of such character as the said Commissioners may adopt for the purpose.

The official forms with impressed or adhesive stamps (as the case may be) required in respect of any proceedings herein referred to may be obtained at the Inland Revenue Offices, Royal Courts of Justice. Persons may, however, in addition, have their own forms stamped at that office or at the corresponding office at Somerset House.

The Schedule above referred to.

	Document to be stamped.	Character of stamp to be used.	Regulations and Observations.
Every declaration by a debtor of inability to pay his debts	Declaration.	Impressed.	
Every bankruptcy notice .	Notice .	Impressed.	
Every bankruptcy petition .	Petition .	Impressed.	
Every bond with sureties .	Bond .	Impressed.	
Every affidavit (or report) filed other than proof of debts.	Affidavit .	Impressed or adhesive.	
Every subpœna or summons under section 27.	Subpœna or summons.	Impressed.	
For taking an affidavit or an affirmation, or attestation upon honour in lieu of an affidavit or a declaration, except for proof of debts; and in addition thereto for each exhibit therein referred to.	Affidavit .	Impressed or adhesive.	
Every proof of debt above £2.	Proof . .	Impressed or adhesive.	
Every petition under section 125 of the Act and every order of administration under section 125 (4).	Petition or order.	Impressed.	
Every special proxy or voting paper.	Proxy or voting paper.	Impressed or adhesive.	A Postage or Inland Revenue stamp may be used.
Every receiving order under section 103 of the Act.	Order . .	Impressed.	
Every application for an order of discharge.	Application.	Impressed.	
And for each creditor to be notified.	Application.	Adhesive except where number exceeds 20.	
Every application to the Court under sections 18 and 23 to approve a scheme.	Application.	Impressed.	
Every application to the Court under sections 18 and 23 to approve a composition.	Application.	Impressed.	
Every application for search other than by petitioner, trustee, bankrupt, or officer of the Court.	Search .	Impressed.	
Every application to the Court except by the official receiver.	Application.	Impressed.	
Every office copy . . .	Office copy .	Impressed or adhesive.	
Every record of trial . .	Record .	Impressed.	
Every allocatur by any officer of the Court for any costs, charges, or disbursements.	Allocatur .	Impressed or adhesive.	

(Signed) SIDNEY HERBERT,
W. H. WALROND,
Two of the Lords of Her Majesty's Treasury.

Dated the 25th day of October, 1886.

I concur in this Order,
(Signed) HALSBURY, C.

In a case of *Young* v. *Holloway*, before Mr. Justice Butt, on Tuesday, Mr. Middleton, on the part of the plaintiff, stated that it would not be necessary to ask his lordship to make an order on the solicitors who prepared the will to attend and be examined concerning their knowledge of the testamentary documents and papers of the deceased, as, since motion for them to do so had been placed on the paper, those gentlemen had filed an affidavit from which it appeared that they have handed over the testamentary papers in question in their possession to another solicitor who was acting for one of the defendants, and that these documents had been filed. The plaintiff had, however, been put to considerable expense in the matter in order to bring it before the court, and he (Mr. Middleton) therefore asked for costs against the solicitors for having refused to produce the documents when asked to do so. Mr. Justice Butt: When do you allege the solicitors handed over the papers in question? Mr. Middleton: Some time after the notice of motion was given and put in the paper. After some discussion Mr. Justice Butt declined to condemn the solicitors in costs as desired. He would make no order as to costs.

CASES OF THE WEEK.

HUGHES v. LITTLE—C.A. No. 1, 25th and 26th October.

BILL OF SALE—STATEMENT OF CONSIDERATION—FORM IN SCHEDULE—BILL OF SALE GIVEN BY WAY OF INDEMNITY—BILLS OF SALE ACT (1878) AMENDMENT ACT, 1882 (45 & 46 VICT. c. 43), s. 9—NOTICE OF APPEAL—R. S. C., 1883, LVIII., 3

This was an interpleader issue to try the right to certain goods seized in execution by the defendant and claimed by the plaintiff under a bill of sale. The bill of sale stated that, "in consideration of the grantee having, at the request of the grantor, become guarantee, and having signed a promissory note for the payment of a sum of £45 obtained by the grantor from W. J. Boyes, of which £32, or thereabouts, is now owing, and also of the grantee having, at the like request of the grantor, paid" certain sums amounting to £40, the grantor assigned to the grantee the chattels by way of security for the payment of the £40, and any moneys the grantee might be called upon to pay in respect of the guarantee, and interest thereon at the rate of £5 per cent. per annum, and the grantor agreed to pay to the grantee the principal sum, with the interest then due, by monthly payments of £2 on the first of every month. The execution creditor contended that the bill of sale was void (1) on the ground that the consideration was not sufficiently set forth within section 8 of the Bills of Sale Act, 1878; and (2) on the ground that it was not in accordance with the form within section 9 of the Bills of Sale Act (1878) Amendment Act, 1882. The Queen's Bench Division (Manisty and Mathew, JJ.), affirming the judgment of the county court judge in favour of the plaintiff, held the bill of sale valid, but gave leave to appeal (34 W. R. 703). This judgment was delivered on the 2nd of June. The defendant, the execution creditor, gave notice of appeal on the 15th of June for the 29th of June. A preliminary objection was taken that the notice ought to have been a four days' notice, and so was invalid and out of time. THE COURT (LORD ESHER, M.R., LINDLEY and LOPES, L.JJ.) overruled the objection, and held that the decision of the Divisional Court was a "final order" within ord. 58, r. 3, and that the fourteen day notice of appeal was good. On the merits, THE COURT said that the objection that the consideration was not properly set forth because the words "of which £32, or thereabouts, is now owing" could not be sustained. The consideration was the grantee become guarantee, and there was nothing untrue in the statement. As to the objection that the bill of sale was void as not being in accordance with the form, the bill of sale came within the express terms of section 9, as it was given to secure the payment of money by the grantor to the grantee, which the grantee would become liable to pay for and at the request of the grantor. The bill of sale, therefore, came within section 9, and as the time of payment was not stated, and so was uncertain, and the sum to be paid also uncertain and contingent, the bill of sale was not in the prescribed form, and so was void. No doubt it was impossible to bring this transaction within the form, but that was no reason for declining to apply the plain provisions of section 9. The judgment must be reversed, and entered for the execution creditor, the defendant.—COUNSEL, *Bills; Clay.* SOLICITORS, *Dodd, Longstaffe, Son, & Fenwick*, for *C. Heywood & Son*, Manchester; *Grimsdy, Izod, & Grimsdy*, for *Tey & Broadbent*, Ashton-under-Lyne.

BLAIBERG v. BECKETT—C.A., No. 1, 27th October.

BILL OF SALE—STIPULATION FOR THE MAINTENANCE OR DEFEASANCE OF THE SECURITY—MEANING OF—BILLS OF SALE ACT (1878) AMENDMENT ACT, 1882 (45 & 46 VICT. c. 43), s. 9—FORM IN SCHEDULE.

This case raised the question as to the meaning of the words in the form in the schedule to the Bills of Sale Act, 1882, "terms for the maintenance or defeasance of the security." The bill of sale, after giving the grantee power to seize and sell (*inter alia*) on default in payment by the grantor or on breach of any covenant therein contained and necessary for maintaining the security, provided that "upon any such sale the purchaser should not be bound to see or inquire whether any such default had been made as aforesaid." The defendant, the execution creditor, contended that this clause was not authorized by the form, and so the bill of sale was void under section 9 of the Bills of Sale Act, 1882. The plaintiff, the bill of sale holder, contended that this was a clause for the "maintenance of the security," as it helped the grantee to obtain his money and facilitated the sale; or, at any rate, it was for its "defeasance," as it promoted the accomplishment of the object of the security, the word "defeasance" not being used in its strict legal sense. FRY, L.J., before whom the case was tried without a jury, gave judgment for the defendant, holding the bill of sale to be void on the authority of *Blaiberg* v. *Parsons* (17 Q. B. D. 336). On appeal this judgment was affirmed. LORD ESHER, M.R., said that a stipulation with regard to a sale, when the power to sell had arisen, could not be one for the "defeasance" of the security. It was a stipulation in full accomplishment of the security. The late Master of the Rolls in *Ex parte Popplewell* (31 W. R. 35, 21 Ch. D. 73), defined a defeasance as something which defeated the operation of a deed, but was contained in some other deed or document; if contained in the same deed it was called a condition. If, therefore, the clause, instead of defeating, fulfilled the operation of the deed, it could not be a "defeasance" or a condition in the nature of a defeasance. The word "defeasance" in the form meant a condition in the nature of a defeasance—that was, something which defeated the operation of the deed, and not something which carried it out. The clause here was a fulfilment of the security in favour of the grantee. Then as to the word "maintenance," a power to enter and sell might be said to be for the maintenance of the security. But this stipulation only came into effect after the sale of the security when no further security was wanted. It could not, there-

fore, be said to be for the maintenance of the security. Accordingly it did not come within the scope of the provisions allowed to be added to the bill of sale by the form. Further, it was not a mere harmless clause, but it gave the bill of sale a legal effect different from that which would result from the form in the schedule. A purchaser who knew that he was buying from a bill of sale holder would ordinarily, if he bought without seeing that default had been made, take the risk, as a remedy would lie in equity against him at the suit of the grantor to recover the goods if no default had been made. But here the clause took away any such remedy, and left the grantor to sue the grantee on his personal covenant to sell only on default. The case, therefore, came within *Ex parte Stamford* (34 W. R. 507, 17 Q. B. D. 259), and the bill of sale was void. LINDLEY and LOPES, L.JJ., concurred.—COUNSEL, *H. Reed; Crump*, Q.C., and *Harper*. SOLICITORS, *R. F. Hill & Co.; N. White*.

Re COMMERCIAL BANK OF SOUTH AUSTRALIA—C. A., No. 2, 25th October.

COMPANY—WINDING-UP ORDER—RIGHT OF APPEAL.

A question arose in this case as to the right of a company to appeal from a winding-up order. The application was made in the name of the company for leave to appeal (notwithstanding the expiration of the proper time) from an order for the compulsory winding up of the company made by North, J., on the 8th of June. An order appointing an official liquidator had been since made. On behalf of the official liquidator the preliminary objection was taken that, the company being no longer in existence, and the official liquidator being the only person who was entitled to use its name, the company had no *locus standi* to appeal from the order. It was also urged that there would be no one responsible for costs. THE COURT (BOWEN and FRY, L.JJ.) thought the objection a valid one, but suggested that the application might be made in the name of a contributory. It was then arranged that the notice of motion should be amended by substituting the name of a shareholder who had been a director as the applicant, and the application was then heard on its merits. The company was incorporated in South Australia by a statute of the colony, and was not registered in England. It had carried on business in Australia, and had also had a branch office in London, the business of which was managed by local directors. North, J., on the 8th of June, 1886, made a winding-up order in the common form, declining to limit the operation of the order to the English creditors and English assets. But he expressed an opinion that the court would have ample power to prevent any injustice being done by the order, and that the winding up in this country ought to be only auxiliary to a winding up which was proceeding in Australia, though the proceedings there were commenced after the English petition was presented. An official liquidator was afterwards appointed by North, J. On the 11th of August the chief clerk directed that advertisements should be issued for creditors to come in and prove their debts, this direction not being limited to English creditors. It was urged in support of the application that the direction given by the chief clerk was inconsistent with the view which North, J., had expressed as to the mode in which the winding-up order should be worked out, and that therefore that order ought to be expressly limited to English creditors and English assets. THE COURT (BOWEN and FRY, L.JJ.) refused the application, on the ground that the applicant had failed to shew that any injustice would result to him, or to those whom he represented, by his not being able to appeal from the original order, or to explain satisfactorily his delay in making the application. If the chief clerk had given any directions which were inconsistent with the view expressed by North, J., the proper course was to apply to him.—COUNSEL, *Cookson*, Q.C., and *Stock; Cozens-Hardy*, Q.C., and *H. Burton Buckley; Gatey*. SOLICITORS, *Edwin Andrew; Hancock, Sharp, & Hales*.

[NOTE:—It should be observed that, in *Re Diamond Fuel Co.* (13 Ch. D. 400), the Court of Appeal (James, Baggallay, and Thesiger, L.JJ.) overruled a similar objection to an appeal presented by a company from a winding-up order after the appointment of an official liquidator, but said that it should be understood for the future that, whenever an order absolute for winding up a company had been made, and that order was appealed from by the company itself, without anyone else being made responsible for costs, the court would be ready to entertain an application for security for costs. This case was not cited on the present occasion.]—

Re THE LONDON CELLULOID CO.—C. A., No. 2, 27th October.

COMPANY—WINDING UP—LANDLORD—OCCUPATION OF PREMISES AFTER WINDING-UP ORDER—LEAVE TO PROVE FOR RENT—POSSESSION BY RECEIVER IN DEBENTURE-HOLDERS' ACTION.

This was a claim by the landlord of premises which had been occupied by a company which had been ordered to be wound up, to prove in the liquidation in respect of the rent of the premises since the winding-up order, on the ground that they had been occupied for the benefit of the company. The person who had been appointed liquidator had also been appointed receiver in an action brought by debenture-holders of the company to realize their security. An order had been made in the winding up giving the landlord leave to enter on the premises as against the liquidator. In the debenture-holders' action an order was made that the receiver should sell the chattels comprised in plaintiffs' security which were on the premises, and, by a subsequent order, leave was given to him to bring on to the premises, and sell there some other chattels in the security which were in another place. When these orders were made the landlord did not oppose them, nor did he ask that his rent might be provided for out of the proceeds of sale. Bacon, V.C., refused the application, and THE COURT OF APPEAL (COTTON, BOWEN, and FRY, L.JJ.) affirmed his decision. COTTON, L.J., said that the landlord was asking that the company (that is, the shareholders, for the payment could only be made by means of calls) should provide for the rent during the period for which the receiver had possession of the premises. If the liquidator had been in possession as such the application would have been right, but he retained the possession in the character of receiver. He, or those for whom he was acting in that capacity, ought to have paid the rent for the time during which the landlord was kept out of possession. It was true that the company, as mortgagors, had an ultimate right to the mortgaged property, but that did not make the receiver's possession of the premises the possession of the company. The persons *primâ facie* benefited by the receiver's possession were the mortgagees for whom he was acting. The appeal must be dismissed, but without prejudice to any application by the landlord to be paid the rent out of the proceeds of the sale of the chattels. BOWEN, L.J., concurred. FRY, L.J., said that the application was, in substance, that the mortgagors should pay the rent of land of which their mortgagees had retained possession in order to realize their security. It would be as reasonable that the company should pay the rent of any room which the receiver had hired for the purpose of selling the chattels. —COUNSEL, *J. Chester; Bramwell Davis*. SOLICITORS, *W. Sturt; Lindo*.

Re KESWICK OLD BREWERY CO. (LIM.)—Chitty, J., 25th October.

COMPANY—WINDING-UP PETITION—GEN. ORD., NOVEMBER, 1862, R. 3—NO REGISTERED OFFICE OR PLACE OF BUSINESS—SERVICE OF PETITION—DIRECTIONS OF THE COURT.

A petition was presented to wind up the Keswick Old Brewery Co. by two creditors and two shareholders of the company. The company had neither a registered office nor a place of business: an application was consequently made to the court by the petitioners for directions how to serve the petition. There were only eight shareholders of the company. CHITTY, J., directed the petition to be served on the secretary and two principal shareholders, and letters to be sent to the other shareholders (not being petitioners) informing them of the petition.—COUNSEL, *Ashton Cross*. SOLICITORS, *Speechly, Mumford, & Landon*.

Re LONDON AND PROVINCIAL ELECTRIC LIGHTING AND POWER CO. (LIM.); HALE'S CASE—Chitty, J., 26th October.

COMPANY—FRAUDULENT PROSPECTUS—SHARE REGISTER—CONTRIBUTORY—DELAY—WAIVER—DISTINCT MISREPRESENTATIONS.

This was an application by a shareholder named Hale for the removal of his name from the register of shareholders, and, the company being in liquidation, the liquidator opposed such application. Mr. Hale alleged two distinct misrepresentations, and the court held that, as to one misrepresentation, his application was made too late, and the liquidator contended that Mr. Hale was, therefore, precluded from raising any case upon the second misrepresentation (*Whitehouse's case*, 15 W. R. 892, 3 Eq. 790). CHITTY, J., said that the general rule of law was that a contract of this kind was avoidable at the option of the person misled, provided he came promptly to the court. Otherwise his case failed, as the court considered him to have adopted the contract. As regarded the first misrepresentation, there was no doubt that the applicant had delayed too long in coming to the court, for, although the misrepresentation was discovered by Mr. Hale in the month of August, he did not make his application to the court until the following February. But the matter did not end there. Mr. Hale relied on a second misrepresentation in the prospectus. Regarding that second misrepresentation, there was neither any allegation of delay on Mr. Hale's part, nor any allegation that the second misrepresentation was connected with the first one. Then counsel for the liquidator argued that, because Mr. Hale had failed in the first misrepresentation on the ground of delay, he was, therefore, precluded from raising a case on the second misrepresentation. *Whitehouse's case* had been cited, but his lordship declined to assent to the interpretation which counsel had put upon it. It had been cited to prove that the waiver of one point by a shareholder was a waiver of all; but, in his lordship's view, the waiver in *Whitehouse's case* was held only to extend to all points of discrepancy between the prospectus and the memorandum and articles of association. Accordingly, Mr. Hale was not precluded from raising a case upon the second misrepresentation, and was, consequently, entitled to have his name removed from the register.—COUNSEL, *Romer*, Q.C., and *Maidlow; Ince*, Q.C., and *Ribton*. SOLICITORS, *Ford Lloyd; Edward Lee*.

Re THE MYSORE REEFS GOLD MINING CO.—C. A. No. 2, 24th October.

COMPANY—WINDING UP—REMUNERATION OF OFFICIAL LIQUIDATOR—REGULATION OF 1868.

The question in this case was to the remuneration to be allowed to an official liquidator. The "Regulation" adopted by the Master of the Rolls and the Vice-Chancellors and sanctioned and approved by the Lord Chancellor in 1868 (*vide* 3 Ch., p. 64; Palmer's Winding-up Forms, p. 76), provides that, in fixing the amount of the liquidator's remuneration, "the judge will, subject as hereinafter mentioned, be guided by the following scale" (*inter alia*):—"When the assets shall amount to £5,000 and not to £10,000," "per day of eight hours £4"; and "when the assets shall amount to £50,000 and not to £100,000, per day of eight hours £8." In the present case the property and assets of the company had been taken over by a new company in consideration of the new company undertaking (1) to issue to the shareholders of the old company, on their applying for it, a £1 share, credited with 15s. paid up, for each fully paid-up £1 share held by them in the old company; (2) to pay the debts of the old company and the expenses of winding it up. Under this agreement the new company allotted 85,000 shares, credited with 15s. paid up on each, the total

number of shares in the old company having been between 90,000 and 100,000. It was admitted that, at the date of the agreement—viz., December, 1885, the shares of the old company were worth 1s. 6d. each, and that, at the date of allotment by the new company, the value was 16s. The debts of the old company and the expenses of the winding up amounted to between £6,000 and £7,000. The liquidator contended that the payments by the new company of these debts and expenses and the allotment of the 85,000 shares was equivalent to the payment by the new company of a sum exceeding £70,000 as the price for which the property of the old company was sold; and he claimed to be entitled to have his remuneration fixed as for assets between £50,000 and £100,000, at the rate of £8 a day. The new company contended that the shares allotted by them should not be taken into account, the agreement having been really a scheme for the resuscitation of the company, entitling the shareholders to retain their shares subject to a further liability for 5s. per share, such of the shareholders as did not choose to take shares in the new company losing all interest in the assets of the old company, and that the liquidator's remuneration should be fixed as for assets between £5,000 and £10,000, at the rate of £4 a day. Chitty, J., decided in favour of the liquidator's contention. THE COURT OF APPEAL (COTTON, BOWEN, and FRY, L.JJ.) affirmed the decision. COTTON, L.J., said that the regulation as to the mode of remunerating official liquidators was not a general order, nor was it binding on the judges by Act of Parliament or otherwise, but it was to be taken as a guide to the judges in the exercise of their discretion. The notes to the regulation stated that, in special circumstances, the judge might alter the scale, shewing that the regulation was only to serve as a general rule for the guidance of judges in fixing the scale upon which a liquidator's remuneration should be calculated. Generally, therefore, it would be wrong to depart from the regulation. What was the meaning of the words, "Where the assets divisible among the unsecured creditors shall amount to"? Clearly they did not mean where the assets divided amounted to such and such a sum; they meant assets not mortgaged and free to be paid to unsecured creditors or shareholders. The present case did not come strictly under the regulation, because the assets had not been realized in the ordinary way, but by analogy the amount secured by the agreement between the old and new companies for the old company and for those shareholders who were willing to take advantage of the option, would come within it. The shares allotted ought not to be disregarded. Chitty, J., had decided rightly that, in assessing the liquidator's remuneration, there must be taken into account, not what was paid to the liquidator for division, but what went to the shareholders who wished to take advantage of the offer made to all by the new company. BOWEN and FRY, L.JJ., concurred.—COUNSEL, *Ince*, Q.C., and *Grosvenor Woods*; *Macnaghten*, Q.C., and *H. Burton Buckley*. SOLICITORS, *Snell, Son, & Greenip*; *H. Montagu*.

THE NEWPORT (MON.) SHIPWAY, &c., CO. (LIM.) *v.* PAYNTER —Kay, J., 28th October.

PRACTICE—STATEMENT OF CLAIM—PARTICULARS OF FRAUD AND MISREPRESENTATION—R. S. C., 1883, XIX., 6, 7.

This was an application by the defendants that the plaintiff company might be ordered to give further and better particulars in writing of certain improper, wrong, fraudulent, and false entries, and of misrepresentation alleged by them in their statement of claim. In September, 1883, the plaintiff company purchased from the defendants their business of engineers and ship repairers, and an agreement was then entered into between them by which it was agreed that the defendants should take the purchase-money partly in cash and partly in shares of the plaintiff company, and that the defendants, R. E. Paynter and J. Summers, should be employed by the company as general manager and manager of the engineering department respectively for the space of two years, and the agreement contained a guarantee by the two defendants that the net profits of the company for the two years next following should amount to a sum sufficient to pay a dividend of not less than £7 10s. per cent., and that if they did not the defendants would make good the deficiency. The present action was brought by the plaintiff company for damages for fraud and misrepresentation. The plaintiff company, by its statement of claim, alleged that the defendants had systematically, from the time the company commenced business, caused false entries to be made in the books of the company. The defendants, after delivery of the statement of claim, applied for particulars of the alleged false entries, and an order was made requiring the plaintiff company to give such particulars. In compliance with this order the plaintiff company delivered particulars consisting of a list of entries from the books, which were alleged by it to be fraudulent. The defendants now applied that the company might be required to deliver further and better particulars. On behalf of the defendants it was contended that it was not sufficient for the company to give a mere list of entries which they alleged to be false, but that the company ought to go further and say in what respect they were false, and that the court had ample power to require this to be done by ord. 19, rr. 6, 7. KAY, J., said that the allegation made by the company was that the defendants had designedly made false entries, which were either wholly fictitious or which were fictitious to some material extent. Particulars of these alleged false entries were given. On the part of the defendants it was said that they ought to know in what respect these entries were alleged to be false. But the plea of the plaintiffs was that these entries were false, and unless they were able to prove that they were not merely wrong but false they would not succeed at the trial. The application must be dismissed, with costs.—COUNSEL, *Swinfen Eady*; *R. Woodfall*. SOLICITORS, *Stocken & Jupp*, for *Williams & Co.*, Newport, Monmouth; *Gibbs & White*, for *Joseph Gibbs*, Newport, Monmouth.

LESLIE *v.* CAVE—North, J., 26th October.

DISCOVERY—PRODUCTION OF DOCUMENTS—DEPOSIT IN COURT—AFFIDAVIT OF DOCUMENTS—COPY DELIVERED—R. S. C., 1883, LXV., 27 (54).

This was a motion by the plaintiffs that the defendant might be ordered to deposit in court such of the documents mentioned in the schedules to an affidavit of documents which he had made, and had thereby admitted to be in his possession or power, as he had obtained from the executrix of the late solicitor of the plaintiffs' predecessors in title, and all others of the said documents which consisted of original documents relating to the title of the plaintiffs to certain estates mentioned in the statement of claim in the action. The plaintiffs were in possession of the estates in question, to which the defendant claimed to be the rightful heir. The action was brought to restrain the defendant from trespassing on the estates, from interfering with the plaintiffs in the collection of the rents from the tenants, and from issuing or publishing circular letters containing false representations calculated to injure the title of the plaintiffs to the estates. The defendant had given notice to the tenants of some of the estates to pay their rents to him, and had in other ways interfered with the collection of the rents by the plaintiffs. He had obtained from the executrix of the former solicitor of some of the plaintiffs' predecessors in title, by representing that he was the true owner of the estates, various documents of title to the estates which had been in that solicitor's possession. There was also evidence that the defendant was a man in impecunious circumstances. The defendant had delivered a defence and counter-claim for the recovery and possession of the estate. Under these circumstances, the plaintiffs asked that, instead of the common order for production of documents, an order might be made as above stated for the deposit of documents in court. NORTH, J., said that, under the old practice of the Court of Chancery, the rule was that documents which were to be produced were always ordered to be deposited in court. This was found to be inconvenient, and the modern practice of ordering the documents to be produced at the office of the solicitor of the party who was to produce them was substituted. But his lordship thought that the old practice ought still to be followed in any case which called for it. He thought that in the present instance a *prima facie* case had been made for following the old practice, and he should order the defendant to deposit in court such of the original documents in his possession relating to the title of the plaintiffs as he could not shew that he did not obtain from the executrix of the deceased solicitor in the way alleged.

Another point arose in the case. Rule 27 (54) of order 65 provides that "it shall not be necessary to take an office copy of an affidavit of discovery of documents, and the copy delivered by the party filing it may be used as against such party." When the case was first opened the copy of the defendant's affidavit of documents delivered by him to the plaintiff was not in court, but the plaintiffs' counsel were only furnished with a copy of the delivered copy. Although the defendant's counsel admitted that that copy was an accurate copy of the delivered copy, NORTH, J., declined to proceed with the hearing of the motion until he was furnished with the delivered copy.—COUNSEL, *Cookson*, Q.C., and *Ingpen*; *Brickom*. SOLICITORS, *Arnold & Co.*; *S. J. Woodhouse Smith*.

JONES *v.* EVANS—North, J., 26th October.

PRACTICE—NEXT FRIEND OF INFANT—SECURITY FOR COSTS.

This was a summons by some of the defendants that the next friend of the plaintiff (who was an infant) might be ordered to give security for costs, or that he might be removed from the office of next friend. The grounds alleged for the application were that the next friend was an entire stranger to the family of the infant, and that he was a person of no means. The action was for the administration of an estate, and the writ alleged that breaches of trust had been committed by three of the defendants. The present application was made by those three defendants. The summons was issued in July, and early in August a statement of claim was delivered by the plaintiff. NORTH, J., refused the application. He said that the writ had given the applicants full notice of the case which was intended to be raised against them, and the statement of claim was delivered more than two months ago, and yet the applicants had not filed any affidavit suggesting that the case which was to be raised against them was not well founded. They did not suggest that the action ought to be stayed as not being for the interest of the infant plaintiff. There was, *prima facie*, good ground for the action. The impecuniosity of the next friend of an infant was not of itself sufficient ground for removing him or requiring him to give security for costs, nor was the fact that he was a stranger to the family a sufficient ground for removing him when the action was *prima facie* for the benefit of the infant.—COUNSEL, *Chance-Hardy*, Q.C., and *Ratcliffe*; *Cookson*, Q.C., and *Daniel Jones*. SOLICITORS, *John Nicholls & Co.*; *Jackson & Wright*.

PHOSPHOR BRONZE CO. *v.* GOSPEL OAK, &c., WIRE CO.—Q. B. Div., 25th October.

R. S. C., 1883, LXV., 12—COSTS ON COUNTY COURT SCALE—RECOVERING "IN THE ACTION" MORE THAN £50.

This was an appeal from a decision of Field, J., in chambers ordering a review of taxation. The action was brought to recover £75 for goods sold and delivered. The defendants pleaded that they were entitled to return such of the goods as were not equal to contract, and that none of the goods were equal to contract. After the delivery of pleadings a compromise was arrived at, by which it was agreed that the defendants should return goods to the value of £29, and pay for the rest. Further proceedings having been taken in the action, and the execution of the compromise being disputed, an order was made directing that the question whether the action had, or had not, been compromised should be tried by a judge,

who should give judgment according to the terms of the compromise, or, if he found there had been none, should treat the hearing as the trial of the action. Under this order the case came before Cave, J., who found that the action had been compromised on the terms above stated, and gave judgment for the plaintiffs for £27, with costs. On taxation it was contended for the defendants that less than £50 had been recovered, and that, consequently, the plaintiffs were only entitled to costs on the county court scale. The master adopted this view. Field, J., on appeal, held that the £29, the value of the goods returned, must be taken into account, and that the plaintiff had, therefore, recovered "in the action" more than £50. Counsel for defendants now contended that the goods had not been recovered in the action, the defendants, as to them, having succeeded in their defence, which was that the goods had only been delivered on approval, and that the property had not passed. THE COURT (MATHEW and A. L. SMITH, JJ.) dismissed the appeal, being of opinion that in this case more than £50 had been recovered in the action.—COUNSEL, *Asquith; D. F. Williams, Q.C.—Times.*

THE GAS LIGHT AND COKE CO. v. HERBERT SMITH & CO.—Q. B. Div., 26th October.

EXEMPTION FROM DISTRESS—GAS FITTINGS—GASWORKS CLAUSES ACT, 1847 (10 VICT., c. 15, s. 14).

The defendants, having levied a distress upon the premises of a tenant, seized and sold a gas cooking-stove which the tenant held on hire from the plaintiff company. The 14th section of the Gasworks Clauses Act, 1847, which empowers gas companies to let for hire "any meter . . . and any fittings for the gas," provides that "such meter and fittings shall not be subject to distress. In *The Gas Light and Coke Co.* v. *Hardy* (30 SOLICITORS' JOURNAL, 655), it was held that a gas-stove for warming purposes was a "fitting for the gas" within the meaning of these words and the similar provisions of the subsequent statutes. It was now sought to exclude from this decision the case of a stove for cooking, containing, besides the burners and the chamber in which the gas was consumed, other chambers, together with grates, hot plates, and such arrangements, for the reception of cooking utensils. STEPHEN, J., said he thought the gas-stove clearly came within the judgment of the Court of Appeal. It was not necessary to put such a fine edge on language that it must apply to one thing and could not apply to another. The general use of the term "gas-fitting" seemed plain enough. If he (the learned judge) had to define it, he should say it was an instrument used to receive or burn gas, and with such accessories as might be necessary in order to obtain the benefit of the combustion. If a distinction were to be drawn between the burners in this stove and the drawers and grates, so that the latter would be taken out and exempted from distress, it would certainly be a most inconvenient distinction. When, however, they came to a machine like a gas engine, it seemed to his lordship that they came to something which was much more than an instrument for receiving and burning gas. This iron box, with its grates and drawers, was substantially one thing, and as it was used for the reception and combustion of gas, his lordship held it was within the section, and exempt from distress.—COUNSEL, *Sir R. Webster*, A.G., and *Danckwerts; Lumley Smith*, Q.C., and *Cecil Chapman—Times.*

DOMESDAY BOOK.

On Monday last the members of the Royal Historical Society met at the Record Office to view the two volumes of the Domesday Book and to hear a lecture by Mr. Hubert Hall on their history. The books, says the *Standard*, are bound in thick steel-mounted boards, rest on blue velvet cushions, and are preserved in separate glass cases. The first volume is a folio of three hundred and eighty-two pages of vellum, fourteen and a-half by nine and three-quarter inches, with five fly leaves at the beginning and four at the end. The writing is in double column, and of great beauty and legibility. Age, probably, has given the work a brown colour; many of the capital and smaller letters are shaded with red ink; there are some sentences, entries, and words altogether in red, and some entries, both in black and red, have been deleted by a red-ink stroke being drawn through them. This volume contains the survey of thirty-one counties, and is a transcript or analysis of the reports supplied by the King's Justiciaries or Commissioners, who were sent into every county and shire to ascertain the condition of the Kingdom, with the help of juries summoned in each hundred, consisting of the sheriffs, lords of manors, reeves or overseers of hundreds, bailiffs, and the villeins of the villages—in short, with the help of every grade of society, from the barons to the class immediately above the serfs. Three of the leaves are smaller than the others, the reason being that they had been added to complete a portion of the record which could not be got into the space allotted to it. One leaf has a small portion cut off, but it was so mutilated before the record was written; and a third leaf is in the wrong place. The second volume is not in folio, but quarto, 10½ by 6½ inches, and written, as it were, *currente calamo*, and in single column. It is far behind the first volume in clerical beauty and finish. The three counties of Essex, Norfolk, and Suffolk, which it describes, are not included among the thirty-one counties in the folio volume, and the manuscript is believed to consist of the original reports of the Commissioners, and not of abridgments or compilations of their reports like the folio. In neither volume will there be found any account of Northumberland, Cumberland, Westmoreland, and Durham. Numerous other manuscripts were exhibited. In the evening a lecture was delivered by Canon Isaac Taylor on "Early English Village Life." On Tuesday the society visited the British Museum to view the manuscripts there relating to Domesday or the Domesday period. The earliest of all the documents exhibited dated back to about the year 1000, and was a statement of the number of hides of land in the different divisions of England south of the Humber. It is written on a single page of vellum. A Cotton MSS., known as the "Inquisitio Cantabrigiensis," is a copy of the original survey of Cambridgeshire as returned by the jurors to King William. In the evening the society met in Lincoln's-inn Hall, where two papers were read on Domesday subjects by Mr. Stuart A. Moore and Mr. J. Horace Round.

THE BILLS OF SALE ACT, 1882.

BY JAMES WHITE, LL.D.

II.

I now come to consider the question, "What is an accordance with the statutory form?" This is a question of extreme uncertainty and difficulty. I propose to go through the form, discussing its various parts in connection with the decided cases, passing over the question as to truly stating the consideration. I do not think there is any real difficulty in stating the consideration truly, as required by the Act. It would, perhaps, be thought that no difficulty could arise as to the grantees, but in *Melville* v. *Stringer* (32 W. R. 890), a bill of sale to several grantees to secure amounts due to them severally was held void, as not being in accordance with the statutory form, on the ground that the *sanctæ simplicitas* required by that form was destroyed. Bowen, L.J., says, "A substantial part of the form is that the property must be assigned to the person who finds the money, and that to such person repayment is to be made of the money borrowed, and therefore I do not think that a bill of sale is within the Act if the money is lent by one person and made repayable to another person, or if the property is assigned by it to one person and repayment is to be to another, or if the assignment of the property is to one person to secure repayment to another." In fact, the judgment of Bowen, L.J., goes to the full extent of saying that a bill of sale to several persons not joint creditors is invalid.

Next we come to the parcels. Here we have to note section 4 of the Act, which requires a schedule of the goods to be annexed or written on the bill of sale, and provides that, except as against the grantor, the bill of sale shall be void in respect of chattels not specifically described in the schedule. Now this schedule must be not a general schedule or general description, but a "specific inventory which would put down the number of articles, but not all in one item. There must be a specific inventory of each class of goods, though not of each article in detail" (per Brett, M.R., in *Roberts* v. *Roberts*, 32 W. R. 605), in which case a bill of sale was held void as to goods described in the schedule as "household furniture and effects, implements of husbandry." The deed need not state where the goods are (*Ex parte Hill*, L. R. 17 Q. B. D. 74).

Next, by section 4, a bill of sale is void (except as against the grantor) in respect of any chattels specifically described in the schedule, of which the grantor is not the true owner at the time of the execution of the bill of sale. There have not been, so far as I am aware, any cases on the construction of this section; clearly it prevents the use of the old common-form parcels "and all other goods, &c., which shall at any time during the continuance of this security be brought into or upon the said premises, either in addition to or in substitution for the goods, &c., hereby assigned." We shall see presently whether it is possible to make a bill of sale cover goods substituted for the goods described in the schedule.

Next we come to the words "by way of security for the payment of the sum of £ and interest thereon at the rate of £ per cent. per annum" [or whatever else may be the rate].

Now, on these words, combined with the covenant for payment which immediately follows them, we have a considerable number of decisions. The covenant for payment is to pay "the principal sum aforesaid, together with interest then due, by equal payments of £ on the day of " [or whatever else may be the stipulated times or time of payment].

"Whatever else must be the rate" has been held to mean that in any event the interest must be rateable. So in the leading case of *Davis* v. *Burton* (32 W. R. 423), a bill of sale to secure £300, and £180 as capitalized interest, "being at the rate of £60 per cent. per annum," by instalments, was held void because, in the event of the breach of any of the covenants, "all moneys secured by the bill of sale were immediately to become due, so that in that event the rate of interest would be enormously more than sixty per cent. It was, in fact, impossible to say from the instrument what the rate of interest might be (see also *Ex parte Pearce*, 32 W. R. 187). In *Thorp* v. *Cregeen* (33 W. R. 844), £5 was charged for interest, and the rate was not stated. The bill of sale was held good by the Divisional Court, but this was disapproved by the Court of Appeal in *Myers* v. *Elliott* (34 W. R. 339), where £15 was charged for "interest and bonus," and the rate was not stated. The bill of sale was held void on the same ground as in *Davis* v. *Burton*—viz., that the rate of interest was not stated—interest could not be distinguished from bonus. So in *Goldstrom* v. *Tallerman* (34 W. R. 459), where the bill of sale was held void because, on the construction of it, it was not clear whether the interest (£60 per cent.) was payable by equal instalments with the principal, or by diminishing payments on the principal for the time being owing. In this bill of sale there was a provision that, if instalments were in arrear, interest should be paid on them; and the bill was held void on this ground also. In *Lumley* v. *Simmons* (34 W. R. 759), interest was made payable at "the rate of 1s. in the £ per month"; it was held that this was in accordance with the form.

Then as to "the stipulated time for payment." It was the common practice before the Act to make moneys lent on bills of sale repayable on demand, and in *Davis* v. *Usher* the Divisional Court held a covenant to pay on demand did not invalidate the bill, although that case was a flagrant evasion of section 12 of the Act, which avoids bills of sale to secure a less sum than £30. But in *Hetherington* v. *Groom* (33 W. R. 103) a covenant to pay on demand was held by the Court of Appeal (reversing the Divisional Court) to invalidate the bill of sale as not being "a stipulated time of payment." Fry, L.J., in delivering the written judgment of himself and Brett, M.R., said "the words of the statute and of the schedule are perhaps not clear; they may well include a time fixed by reference to any known event; they may perhaps include a time to be ascertained by the happening of some contingency; but they do not, in our opinion, include a time to be ascertained by nothing but the mere choice and volition of the holder of the bill of sale." This decision has been followed in subsequent cases (see *Mackay* v. *Merritt*, V.C.B., 34 W. R. 433); and it may be now taken to be settled law that a covenant to pay on demand invalidates a bill of sale. It would not perhaps be wise to act on the opinions of the judges as to making the moneys payable at a time fixed by any known event or on the happening of a contingency.

We have now arrived at the question of the greatest difficulty—viz., What "terms as to insurance, payment of rent, or otherwise, which the parties may agree to for the maintenance or defeasance of the security," may be inserted in bills of sale? Apart from judicial decision, this question would seem to be sufficiently difficult. What is meant by "maintenance"? What is meant by "defeasance"? A reasonable interpretation would seem to be that terms as to maintenance would cover any terms agreed on by the parties for the purpose of securing to the lender the benefit of his mortgage over the assigned chattels during the continuance of the security. These terms, of course, must, by virtue of section 7 of the Act, and of the proviso given in the form, be subject to the provision that the chattels shall not be liable to seizure for any cause other than those specified in section 7. A reasonable interpretation of the section and the proviso would seem to be that whatever terms were inconsistent with the section and the proviso would be inoperative—*e.g.*, a power of seizure and immediate removal would be controlled by the section and proviso just as in our common form of conveyancing (a form which has received legislative sanction by the Conveyancing Act) an absolute power of sale in a mortgage is controlled by provisoes limiting its exercise. This would have secured to borrowers all the protection the Act gives them, and would not have added to the legal effect of the statutory form. The Court of Appeal, however, has not taken either of these views. In fact they have said that the last of them is "absurd" (*Ex parte Stanford*, 34 W. R. 507). They have stringently confined the terms as to maintenance of the security, and the net result of their decisions has been the upsetting of many perfectly *bonâ fide* bills of sale, and the encouragement of borrowers in the repudiation of their obligations under them.

The first thing which strikes a conveyancer about the statutory form is the absence of an express power of seizure or sale. There is no doubt he would think a power of seizure and sale necessary for the maintenance of the security. As to seizure, it is obviously no use inserting provisions which conflict with section 7; but, at any rate, the insertion in the deed of an express power of seizure in the events specified in that section will help to shew on the face of the deed the rights of the parties. Seeing that the construction of any power of seizure would be limited by the proviso at the end of the statutory form, it seems hard to hold that a power which purports to be exercisable in other than the statutory events should be held void, but so it has been in *Davis* v. *Burton* (32 W. R. 423), *Ex parte Pearce* (*Ib.* 187), *Myers* v. *Elliott* (34 W. R. 339), and *Bianchi* v. *Offord* (L. R. 17 Q. B. D. 484), and many other cases. A power to enter the premises where the goods are, and to break open windows and doors to obtain admission, was held by Stirling, J., in *Lumley* v. *Simmons* (34 W. R. 759), not to avoid the deed.

Then, as to the power of sale, a prudent lender could hardly rely on the implied power given by the Conveyancing Act, 1881, which is limited by section 20 of that Act, and cannot be exercised unless (1) three months' notice to pay off the principal has been given; or (2) unless interest is two months in arrear; or (3) unless there has been a breach of some provision other than the covenant for payment of the mortgage money or interest. Nor, as is clear from section 7 of the 1882 Act, was it intended that the lender should so rely. It may be presumed, therefore, that a bill of sale was not invalid which contains an express power of sale exercisable in the events specified in that section (see *Consolidated Credit Corporation* v. *Gosney*, 34 W. R. 106). Moreover, it has been held by Cave, J., in *Ex parte Bentley* (*Ib.* 579), that a clause excluding the operation of section 20 of the Conveyancing Act does not invalidate the bill of sale. The cases above cited as to the power of seizure apply also to powers of sale. That is to say, that the power of sale must not conflict with section 7 of the Act. The common-form power of sale usually provides that any purchaser shall not be bound to inquire whether any default authorising its exercise has arisen. Nevertheless, a clause to this effect was held by Lord Coleridge, C.J., and Cave, J., in *Blaiberg* v. *Parsons*, to invalidate the deed; Cave, J., saying, "I am not sure that I quite know what 'in accordance with the form' imports." This seems an extraordinary decision, having regard to the fact that, by sub-section 2 of section 21 of the Conveyancing Act, 1881, an equivalent provision is implied by statute. It was followed, however, in *Blaiberg and another* v. *Beckett and another* by Fry, L. J., at *Nisi Prius*, but he gave leave to appeal. The Conveyancing Act was apparently not referred to in either case. The common-form clause, then, usually provides that out of the sale moneys the lender shall retain the principal sum and the costs of sale, &c. This clause was held not to invalidate the deed in *Consolidated Credit, &c., Co.* v. *Gosney* (34 W. R. 106). The clause there as to expenses was very wide, and I am not sure that the decision can stand with *Liverpool Commercial Investment Co.* v. *Richardson* (30 SOLICITORS' JOURNAL, 433) decided after *Ex parte Stanford*, *Re Barber* (34 W. R. 507). In *Consolidated, &c., Credit Co.* v. *Gosney* a curious interpretation was given to the word "defeasance" by Day and Smith, JJ. "Defeasance means getting rid of the deed—that is, doing something which will make it cease to be an operative investment. The realisation of the security by seizure and sale has this effect, and therefore clauses to carry this out may be properly inserted."

Next, a common-form covenant before the Act was a covenant or proviso entitling the grantee to goods brought on the premises, either in addition to or substitution for the goods assigned. In the *Consolidated Credit Co.* v. *Gosney* (34 W. R. 106), the Divisional Court held good a covenant to replace worn-out chattels by others of equal value; but it is questionable whether this case is now law, for in *Levy* v. *Polac* (52 L. T. N. S. 551), *Bianchi* v. *Offord* (L. R. 17 Q. B. D. 484), and *Furber* v. *Cobb* (2 *Times* L. R. 373) somewhat similar clauses have been held to invalidate the deeds. The point is not of sufficient importance to merit an exhaustive comparison of the authorities.

Next, the draftsman, following the forms common before the Act, would think it necessary for the maintenance of the security to insert covenants to pay rent, taxes, and insurance premiums, and to produce receipts on demand, and to take power for the grantee to make such payments, and to add them to his security, making them carry interest at the same rate as the principal. According to *Re Barber* (34 W. R. 287) and *Hammond* v. *Hocking* (L. R. 12 Q. B. D. 291) there is no objection to making the grantor covenant to pay rent, taxes, and insurance premiums, and to produce receipts on demand, and that in default the grantee may pay them and add them to the amount secured by the deed; and a covenant to repay to the grantee the sums so paid "on demand" does not invalidate the bill. But Bowen, L.J., in a considered judgment in *Bianchi* v. *Offord*, (L. R. 17 Q. B. D. 484), where the covenant went on to say that the sums paid by the grantee, together with interest thereon at the rate aforesaid, computed from the day of payment up to the actual day of repayment, should be charged on the goods assigned, and should be recoverable in the same manner as the principal moneys and interest thereby secured, held that these words invalidated the bill of sale because the mortgagees might, in events "which may or may not happen, at their option advance from time to time indefinite sums and add the same to the principal moneys charged on the goods assigned." On this head the case seems in direct conflict with the decision in *Re Barber*. Moreover, in the absence of express stipulation, a clause to this effect is implied by the Conveyancing Act, 1881, s. 19, sub-section 1, which was not referred to. The decision may, however, be supported on another ground—viz., that the bill of sale in question contained, in effect, a power to seize in default of repayment of these sums. Bowen, L.J., said, "I do not think these sums could be sums secured within the meaning of section 7, sub-section 1." But this seems at least questionable. Until *Bianchi* v. *Offord* has been to the Court of Appeal, the question whether the covenant as to insurance can go to the full extent of the common form is doubtful.

Then as to covenants for title. Before the Act, the usual absolute mortgagee's covenants were commonly inserted. Practically they are of little value—I might say of no value. Since the Act, numerous bills of sale have implied covenants for title, by making the grantor convey as "beneficial owner"; but in the case of *Ex parte Stanford*, *Re Barber* (34 W. R. 287), which was twice heard before the Court of Appeal, and on the second occasion by the full Court, the insertion of these words was held to invalidate the deed. The decision of the majority of the court—Lord Esher, M.R., Cotton, Lindley, Bowen, and Lopes, L.JJ.—was given in a considered judgment. The basis of the judgment is found in the following words: "Whatever form the bill of sale takes, the form adopted by it must produce, not merely the like effect, but the same effect—that is to say, the legal effect, and nothing but the legal effect, which it would produce if cast in the exact mould of the schedule." (*See passim*, *Ex parte Allan*, *Re Munday*, 33 W. R. 231.) "Such a test as this contains no element of uncertainty, is one which every lawyer throughout the kingdom is competent to apply, and is based upon a method of interpretation familiar to our courts." The covenants implied by section 7 of the Conveyancing Act were then dealt with by the court *seriatim*. The question whether the first covenant implied—viz., that the grantor has power to convey—had any legal effect other than that of the statutory form was left open. The second implied covenant, the effect of which is that if default is made in payment of the money intended to be secured, &c., it shall be lawful for the mortgagee to enter into and upon or receive and thenceforth quietly hold, &c., was the turning point in the case. It was held that this covenant gave the deed an effect beyond that of the scheduled form as read by the light of section 13 of the Act of 1882—viz., the covenant would give the grantee power to remove the goods without waiting for the expiration of the five days mentioned in the section. The remaining portions of implied covenants—viz., those for quiet enjoyment, free from incumbrances, and for further assurance—were not specifically dealt with. Fry, L.J., agreed in the result, but differed from the rule of construction arrived at by the majority. He declined to adopt the maxim *superflua non nocent*, and was of opinion that "A bill of sale may contain everything which the statutory form contains, and may have no further or other operation in law than a bill of sale in that form would have, and may yet be not in accordance with that form." The rule of construction in *Ex parte Stanford* is said, by Bowen, L.J., in *Bianchi* v. *Offord* (L. R. 17 Q. B. D. 484), "to constitute, as it were, a new departure in the law applicable to these cases"; but that rule which the judgment says can be applied by any lawyer in the country is open to two vital objections: First, it does not state the legal effect of the statutory form; secondly, it does not inform us what terms may be added "as to insurance, payment of rent, or otherwise, as may be agreed on by the parties for the maintenance or defeasance of the security." As to the first objection, it may

at once be said that the legal effect of the statutory form is so far from clear that it has many times occasioned the judges of the Court of Appeal much difficulty—*e.g.*, in *Ex parte Stanford, Re Barber*, it took them some time to make up their minds whether the Conveyancing Act, 1881, applied to these deeds—a point on which the legal effect of them depends to a vast extent. In fact, nearly all the cases on this subject have turned more or less on the point whether the deed in question had the same effect as the statutory form. The truth is that the case of *Re Barber*, after all the anxious care of the judges, is only a guide to us to this extent—viz., that at any rate the covenant for quiet enjoyment implied by the use of the words "beneficial owner" must not be introduced into bills of sale. In the *Liverpool Commercial Investment Co.* v. *Richardson* (30 SOLICITORS' JOURNAL, 433), a covenant nearly similar in terms to the implied covenant for further assurance was held to invalidate the bill of sale, and this case was followed in an unreported case of *Ex parte Turner* (cited in the *Consolidated Credit, &c., Co.* v. *Cleaver*, 34 W. R. 106). But in this last-mentioned case Cave, J., held that a covenant for further assurance by the grantor and "those claiming under her" did not invalidate the bill of sale; and this was followed in *Re parte Rawlings* (2 *Times* L. R. 796).

With respect to collateral securities, a covenant to observe the covenants contained in a recited deed avoids the bill of sale (*Lee and Another* v. *Barnes*, 34 W. R. 640, and in *Simpson and Wife* v. *The Charing Cross Bank, Ib.* 568), where a bill of sale and a promissory note were given to secure an advance, and the terms of the note were different from those of the bill of sale, the deed was held void.

I think I have now referred to all the reported decisions on the construction of the Act, so far as I have dealt with it. The paper has been long, and, I am afraid, not entertaining. I trust, however, that it may be of use to my brother practitioners hereafter, if only as a collection of the cases. Whether, after reading it and all the cases cited in it, they will ever be able to draw a bill of sale and be confident that it is in accordance with the form, I am very doubtful. Whether, on reading any bill of sale, they will be able to say what are the rights and liabilities of the parties to it, I am dubious. The uncertainty of the present state of the law on this subject is a disgrace to our civilization. The statue is, from its title to its schedule, as discreditable a piece of drafting as is known to the statute book, and that is saying a great deal. In my opinion, it is just as useless in conception for the protection of borrowers as were the usury laws, and in execution of its leading idea a method has been adopted which is simply barbaric. In days gone by judges have done much to alleviate the hardships caused by ill-drawn statutes. Rightly enough they now say that their business is not to legislate but to interpret legislation. With all the profound respect which I, in common I am sure with all here, feel for our judges, I am constrained to say that I never studied a series of decisions on an Act which enlightened me less as to its meaning than those which I have just reviewed. This is not to be wondered at considering that in more than one case they have said that they themselves are not sure of its meaning.

OBITUARY.

LORD MONKSWELL.

The Right Hon. Robert Porrett Collier, first Lord Monkswell, one of the judges of the Privy Council, died at Grasse, near Cannes, on the 27th inst., in his sixty-ninth year. Lord Monkswell was the eldest son of Mr. John Collier, many years M.P. for Plymouth, and was born in 1817. He was educated at the Plymouth Grammar School and at Trinity College, Cambridge, and he was called to the bar at the Inner Temple in Hilary Term, 1843, when he joined the Western Circuit and the Devonshire, Plymouth, and Devonport Sessions. He was for several years recorder of the borough of Penzance, he received a silk gown from Lord Cranworth in 1854, and he was appointed counsel to the Admiralty and Judge Advocate of the Fleet in 1859. In 1841 he unsuccessfully contested the borough of Launceston in the Liberal interest, but in 1852 he was returned for Plymouth, and he retained the seat for nineteen years. He was for many years the recognized leader of the Western Circuit, even with such rivals as Montague Smith, Karslake, and Coleridge. In October, 1863, Sir William Atherton resigned the office of Attorney-General on account of ill-health, and was succeeded by the present Earl of Selborne, and the Solicitor-Generalship was conferred upon Mr. Collier, who shortly afterwards received the honour of knighthood. He retired with his party in June, 1866, but in December, 1868, on the formation of Mr. Gladstone's first Administration, he was appointed Attorney-General. He carried the Bankruptcy Bill of 1869 through the House of Commons. In November, 1871, he was appointed a puisne judge of the Court of Common Pleas, in succession to Sir Montague Smith, who had been appointed a judge of the Privy Council, and in less than a month he was transferred to the Judicial Committee of the Privy Council as a judge under the Privy Council Act, 1871. It may be remembered that this arrangement was made the subject of a motion in each House for a vote of censure upon Mr. Gladstone's Government, and that both resolutions were defeated by narrow majorities. Sir R. Collier shewed considerable ability as an appellate judge, and in dealing with the varied questions of Ecclesiastical, Colonial, and Indian law which occupy the attention of the Judicial Committee. In July, 1885, he was raised to the peerage as Baron Monkswell. He was a bencher of the Inner Temple. Lord Monkswell devoted most of his leisure to painting, and several of his pictures had been exhibited at the Royal Academy. He was married, in 1844, to the daughter of Mr. William Rose, of Woolston-heath, Warwick, but he became a widower a few months ago. He is succeeded in the peerage by his eldest son, the Hon. Robert Collier.

MR. ROBERT FEW.

Mr. Robert Few, solicitor, of 19, Surrey-street, died on the 24th inst. in his eightieth year. Mr. Few was born in 1806. He was admitted a solicitor in 1828. He practised for many years in Henrietta-street, Covent-garden, but a few years ago he removed to Surrey-street. He was, at the time of his death, associated in partnership with Mr. Charles Few and Mr. Robert Hamilton Few. He had a large private practice, his firm being solicitors to the Metropolitan Asylums District Board. Mr. Few had been for many years Deputy-High Bailiff of the City of Westminster, and he was deputy-chairman of the Clergy Mutual Assurance Society.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' DEBATING SOCIETY.

The subject for discussion upon the paper at the meeting of this society on Tuesday, the 26th inst., was "That it is desirable to rate pure personalty and ground-rents in addition to other classes of property now rateable." The debate was opened by Mr. Ernest Todd, who took the negative view, and was continued by Messrs. Mossop, Phillips, Biden, and Pattinson. At the conclusion of the debate a vote was taken, when there voted for the resolution two, and against it eleven, whereupon the chairman declared it lost.

UNITED LAW STUDENTS' SOCIETY.

On Monday last, Mr. E. E. Keep, moved a vote of want of confidence in the present Government. Mr. Shirley, M.P., supported the opener, and was followed, amongst others, by Mr. Moyle and Mr. Kains-Jackson in opposition. The motion was lost by two votes.

LEGAL APPOINTMENTS.

Sir WILLIAM FOSTER STAWELL, late Chief Justice of Victoria, who has been appointed Lieutenant-Governor of that colony, and has also been created a Knight Commander of the Order of the Bath, is the son of Mr. Jonas Stawell, of Cork. He was educated at Trinity College, Dublin, and he was called to the bar in Ireland in 1839. He was for many years Chief Justice of Victoria, which office he has just resigned. He received the honour of knighthood in 1857.

Mr. FREDERICK BAYFORD PARROTT, solicitor, of Aylesbury, has been appointed a Perpetual Commissioner for Buckinghamshire for taking the Acknowledgments of Deeds by Married Women.

Mr. CHARLES GREENWOOD, solicitor (of the firm of Nye, Greenwood, & Moreton), of 12, Serjeant's-inn and 82, Blackfriars-road, has been appointed Steward of the Manor of Old Parr's Garden, Southwark. Mr. Greenwood was admitted a solicitor in 1878. He is vestry clerk of the parishes of St. Saviour and Christ Church, and solicitor to the St. Saviour's District Board of Works.

Mr. JOHN JAMES STUART EDWARDS, solicitor, of Bishop Auckland, has been appointed a Perpetual Commissioner for the county of Durham for taking the Acknowledgments of Deeds by Married Women.

Mr. WILLIAM EDWARD DAVIDSON, barrister, has been appointed Legal Assistant to the Board of Trade. Mr. Davidson is the only son of Mr. William Davidson, of Braintree, Essex, and was born in 1853. He was educated at Balliol College, Oxford, where he graduated first class in Natural Science in 1875. He was called to the bar at the Inner Temple in May, 1879, and he has practised on the South Wales and Chester Circuit. Mr. Davidson was private secretary to Lord Herschell when Lord Chancellor.

Mr. GEORGE MORLEY DOWDESWELL, Q.C., official referee and recorder of Newbury, has been appointed a Magistrate for the county of Sussex.

PARTNERSHIP DISSOLVED, &c.

HENRY WATSON and CHARLES HENRY WATSON, solicitors (Watson & Son), Aylesbury. October 1. [*Gazette*, Oct. 22.

LEGAL NEWS.

Mr. James Anderson, Q.C., the senior Official Referee, has, it is stated, sent in his resignation of that office to the Lord Chancellor.

Mr. Baron Pollock, Mr. Justice Stephen, and Mr. Justice A. L. Smith have been appointed to try election petitions during the ensuing year.

Sir James Hannen intimated on Wednesday that in actions for trial in the Admiralty Division the parties may, in suitable cases, apply to have their causes tried by jury.

In a case of *Fass* v. *Gunter*, before the Court of Appeal No. 2, on Tuesday, the registrar informed the court that this case stood over by consent. Lord Justice Cotton said it ought to be known that there was a third party necessary to such a consent—namely, the court—and that counsel,

solicitors, and litigants could not, by agreement between themselves, put parties in other cases to inconvenience. The appeal must be struck out.

At a meeting of the Institute of Shorthand Writers on Monday evening last, a paper was read by Mr. E. Howard on the "Type-writer, and its Utilization by the Shorthand Writer." The author described the various machines and their mechanism, and discussed the questions of speed and legibility. He pointed out that there was considerably less fatigue to the operator than to the ordinary longhand writer; the body was more free and the hand less tired. In America a very high rate of speed had been obtained, and the use of the type-writer was very general. Barristers and solicitors preferred it to the ordinary writing, and no doubt in a short time England would adopt it to as great an extent as in the United States. It must be clearly understood that the type-writer did not compete with printing, but what was claimed for it was that it was infinitely superior to ordinary writing. In the discussion that followed many difficulties were pointed out which, it was thought, would militate against its use in the shorthand writer's office. In replying, the author said the so-called difficulties had been overcome in America, and, when further improvements which were impending were carried out, he was certain the type-writer would be generally used in this country.

At the Liverpool County Magistrates' Court, on the 23rd inst., before Messrs. S. S. Parker and J. Bingham, Thomas Constable and Valentine Constable were summoned to shew cause why they should not support Mary Constable, their mother, who is at present chargeable to the West Derby Guardians. Mr. A. J. Cleaver appeared for the guardians, and Mr. Hull for the defendants. Mr Cleaver explained that Mary Constable was divorced from her husband, who was still living, but he was not liable to support her. The non-liability to support the woman only applied to the husband, and had nothing to do with the sons. Under an Act of Elizabeth [43 Eliz. c. 2, s. 7], they were just as much liable as if there had been no divorce. Blood relations were liable to maintain their relations. There had been no case decided on the point in dispute, but he held that the sons were liable. Supposing the mother were entitled to property the sons would be entitled to administer, and, on the other hand, the mother would be entitled to administer to the effects of the sons. Mr. Hull only wished to raise the point of argument because it was a case never yet decided. Under a deed of separation the husband had to allow the woman 14s. a week. In 1870 a decree of judicial separation was made, and the court ordered 12s. a week for maintenance. In 1877, in consequence of an act of adultery by the woman, a divorce was granted, but the court made no order of maintenance. Since 1866 this woman had been living apart from her husband. The sons were twenty-four and twenty-six years of age, and had had no consideration for that which they were called upon to pay, the woman not having taken the place of a mother to them. The Bench, after consideration, said they were of opinion that it was a hard case on the sons, but if the woman destroyed her right to maintenance from her husband the deficiency must be supplied by the sons. They would make an order, leaving it to the sons to take it to a higher court if they liked. It was then agreed to accept 3s. a week, the unmarried son (Valentine) contributing 2s. and the married son (Thomas) 1s.

LAND AND STOCK SALES.

Nov. 4.—Messrs. Marsh, Milner, & Langton, at the Mart, at 2 p.m., Reversions, &c. (see advertisement. this week, p. 4).

Mr. G. A. Wilkinson, of 7, Poultry, sold, at the Auction Mart, on the 15th inst., £52,565 Five per Cent. Perpetual Debenture Stock of the South Metropolitan Gas Co. The total amount realized was £69,652, or an average of a trifle over £132 10s. per £100 Stock.

Last week Messrs. Fox & Bousfield offered for sale at the Auction Mart a large number of shares and stock in several public companies. The sale included 55 £20 shares, fully paid, and 170 £6 13s. 4d. new thirds shares in the Epsom Grand Stand Association. The dividend paid on the shares for the year ending July last was at the rate of 20 per cent. per annum. The £20 shares were sold for £54 each, and the thirds shares realized £18 each, representing a premium of nearly 200 per cent. Two hundred £10 shares, fully paid, in the Orient Steam Navigation Co., upon which the dividends are at the rate of 5 per cent., were sold at the reduced price of £7 per share. Three hundred and fifty £18 shares (£3 paid) in the Land and Mortgage Co. of Egypt were sold for £1 12s. per share. It was stated that a dividend at the rate of 5 per cent. per annum was paid in March, 1884, but that there had been no dividend since that time. Eighty £10 shares (£6 paid) in the Langham Hotel Co., upon which last year's dividend was at the rate of 12½ per cent., were sold at £12 10s. per share, and £514 ordinary stock in the City of London Brewery Co. realized £230 per £100 stock. The last dividend was 13 per cent.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.		Appeal Court No. 1.	Appeal Court No. 2.	V. C. Bacon.	Mr. Justice Kay.
Mon., Nov.	1	Mr. Pugh	Mr. Jackson	Mr. Leach	Mr. Koe
Tuesday ...	2	Lavie	Carrington	Beal	Clowes
Wednesday.	3	Beal	Jackson	Leach	Koe
Thursday ..	4	Leach	Carrington	Beal	Clowes
Friday	5	King	Jackson	Leach	Koe
Saturday ..	6	Godfrey	Carrington	Beal	Clowes

		Mr. Justice Chitty.	Mr. Justice North.	Mr. Justice Stirling.
Monday, November ...	1	Mr. Lavie	Mr. Ward	Mr. Godfrey
Tuesday	2	Pugh	Pemberton	King
Wednesday	3	Lavie	Ward	Godfrey
Thursday	4	Pugh	Pemberton	King
Friday	5	Lavie	Ward	Godfrey
Saturday	6	Pugh	Pemberton	King

COURT OF APPEAL.

MICHAELMAS SITTINGS, 1886.

Special Notice.—Queen's Bench Final Appeals in Court I., and Chancery Appeals (General List) in Court II., will be taken on the usual days during Michaelmas Sittings.

Queen's Bench Interlocutory Appeals in Court I., and Chancery Interlocutory Appeals in Court II., will be taken on the first and second days of the Sittings, October 25th and October 26th, and afterwards as usual, every Wednesday, during the Sittings. Bankruptcy Appeals also, as usual, on Fridays in Court I.

Appeals from the Lancaster Palatine Court, which have been passed over in the General List, will be taken in Court II. on Thursday, October 28th, and again on the first Thursday in the following months of November and December, namely:—Thursday, November 4th, and Thursday, December 2nd.

The Admiralty Appeals (with Assessors) will be taken in Court I. on days to be specially appointed by the court.

Appeals for Hearing.

(Set down to Friday, October 15th, inclusive.)

FROM THE CHANCERY DIVISION, THE PROBATE, DIVORCE AND ADMIRALTY DIVISION (PROBATE AND DIVORCE), AND THE COUNTY PALATINE AND STANNARIES COURTS.

For Hearing.

(General List.)

1886.

(*Continued from p.* 824.)

In re Brazilian Rys Construction Corpn ld app of E D Oppert from ord of Mr Justice Chitty, dated 3 June, 1886 July 7

Newbigging v Adam Adam v Newbigging app of defts Alexander Adam & anr from judgt of V C Bacon, dated 5 May, 1886 July 8

In re Contract for sale of Copyhold Estate made between Eliza Naylor (tenant for life) and Richard Spendla and S L Act, 1881, and V & P Act, 1874 app of Richard Spendla & ors from order of Mr Justice Chitty in Chambers, dated 24 June, 1886 July 10

Robertson v Richardson app of W W Robertson (having liberty, &c) from part of ord of Mr Justice Pearson on fur con, dated 16 July, 1885 July 13

P J Jackson & Co v Northampton Street Tramways Co app of defts from judgt of Mr Justice Stirling, dated 8 June, 1886 July 14

The Ladywell Mining Co v Huggons app of plt Co from judgt of Mr Justice Stirling, dated 7 July, 1886 July 15

The Ladywell Mining Co v Brookes app of plt Co from judgt of Mr Justice Stirling, dated 7 July, 1886 July 15

In re J Whitaker, decd Christian v Whitaker app of plts from ord of V C Bacon at Chambers, dated 18 June, 1886 July 15

In re Contract for sale of real estate made between Henry Harvey and Arthur Garrard, dated 7 Jan, 1886, and V & P Act, 1874 app of Henry Harvey from ord of V C Bacon, dated 2 July, 1886 July 20

In re Isaac Evans, the younger, dec Davies v Evans app of the Garston and Medway Portland Cement Co from ord of Mr Justice Kay, dated 8 July, 1886 July 23

Greenwood v Hornsey app of deft from judgt of V C Bacon, dated 24 July, 1886 July 26

In re W Sugden, dec Hirst v Sugden app of the Halifax Commercial Banking Co from refusal of Mr Justice Chitty to vary Chief Clerk's certificate, dated 2 2 July, 1886 July 26

In re Robert Smith, dec Watts v Watts app of defts from part of order of Mr Justice Kay on originating summs, dated 3 July, 1886 July 27

In re T Price, the elder, dec Price v Gregory app of deft Horatio Gregory from judgt of Mr Justice Kay on originating summs, dated 8 July, 1886 July 27

In re Thomas Williamson, dec Grey v Williamson app of deft Rebecca Williamson from order of V C Bacon on fur con, dated 12 April, 1886 July 28

In re T H Whorwood, dec Ogle v Lord Sherborne app of deft Lord Sherborne from judgt of Mr Justice North, dated 28 June, 1886 July 29

In re an Appln of Selah Reeve Van Duzer, trading as Reeve & Co, for registration of Trade Mark No. 7509 & 47510 and Patents, Designs, &c, Act, 1883 app of Board of Trade from order of V C Bacon dated 9 July 1886 July 29

In re Lewis Lewis, dec Jenkins v Lewis app of plt from order of V C Bacon on summs dated 12 July 1886 July 30

In re The New City Constitutional Club Co ld app of Official Liquidator from order of Mr Justice Kay dated 7 & 23 July, 1886 Aug 4

Divorce Ingham, orse Sachs, petnr, v Sachs, respt app of petnr from decree of Mr Justice Butt dismissing petn for declaration of nullity of marriage, dated 13 July, 1886 Aug 6

Vicary v Stroud app of plt from judgt of Mr. Justice Chitty, dated 17 March 1886 Aug 6

In re N. Corsellis, dec Lawton v Elves app of defts from order of Mr. Justice Kay, dated 23 June, 1886 Aug 6

In Mary Harrison, dec Daubeny v Harrison app of defts C J Harrison & ors from order of V C Bacon, dated 15 July 1886 Aug 7

Rawson v Minshall app of plt from Mr Justice Chitty dated 7 July 1886 Aug 9

In re Vincent, dec Vincent v Vincent app of plt from judgt of Mr Justice Stirling, dated 14 July, 1886 Aug 10

Rust v Victoria Graving Dock Co ld and London & St Katharine Docks Co app of defts from orders of Mr Justice Chitty on appins to set aside referee's report, dated 19 July, 1886 Aug 11

Marquis of Londonderry v Russell app of plt from judgt of V C Bacon, dated 24 June, 1886 Aug 13

Henderson v Rothschild & Sons app of plt from jdgt of V C Bacon, dated 20 June, 1886 Aug 13
In re The Queensland Steam Shipping Co ld & Co's Acts Expte C Parbury & ors app of petnrs from order of Mr Justice North dismissing petn for winding up order Aug 14
In re Bolanachi's Chocolate Co ld & Co's Acts (petn of A I M Bolanachi, debenture holders and creditors) app of C H Kirby & ors from order of Mr Justice North continuing voluntary winding up Aug 16
In re The Trade Mark "Normal" No. 54259 & Patents, &c, Act, 1883 app of the Normal Co from Mr Justice Chitty allowing preliminary objection to registration Aug 16
In re Courtier, dec Coles v Courtier Courtier v Coles app of R. Smith & anr (parties having liberty, &c) from order of V C Bacon, dated Aug 4, 1886 Aug 20
Woodward v Sansum & Co app of defts from order of V C Bacon, dated 30 Aug, 1886 Aug 20
In re an appln by Messrs Leaf, Sons & Co for registration of Trade Mark, No 51,141, and Patent, &c, Act, 1883 app of Board of Trade & anr from order of V C Bacon directing registration, dated 30 July, 1886 Aug 23
In re Randell, dec Hood v Randell app of defts from judgt of Mr Justice Kay, dated 28 July, 1886 Aug 26
Lumley v Simmons app of plt from judgt of Mr Justice Stirling, dated 24 July, 1886 Aug 26
In re an appln of Abraham Webley to rectify registration of Trade Mark, No 5,105, Class B, registered by George Ogden Talbot, on 25 March, 1876 app of Abraham Webley from order of V C Bacon refusing to rectify registration, dated 30 July, 1886 Aug 27
Jones v Powell (construction) app of H J Jones from part of order of Mr Justice Chitty, dated 10 Aug, 1886 Aug 27
In re Minns, dec Minns v Andrews (construction) app of plt from order of Mr Justice Kay, dated 11 Aug, 1886 Aug 28
In re Prosser, dec Rickwood v Prosser (construction) app of plts from order of V C Bacon, dated 9 Aug, 1886 Aug 28
Biscoe v Jackson app of Attorney-Gen. from order of Mr Justice Kay, dated 9 Aug, 1886 refusing to vary Chief Clerk's certificate Sept 2
Buckmaster v Buckmaster (construction of settlement) app of L C Seaton from order of V C Bacon, dated 14 Aug, 1886 Sept 3
In re Boyse, dec Crofton v Crofton app of Philippe Canonge from order of Mr Justice North, dated 3 Aug, 1886 Sept 2
Probate Joseph Crane & ors v Edward Crane & anr app of plts from judgt of the President dismissing action for revocation of Probate Sept 3
In re London & Leeds Bank ld & Co's Acts app of T Noton from Mr Justice Grantham dismissing petition to wind up Co Oct 13

Appeals from the County Palatine Court of Lancaster.

From Interlocutory Orders.

1886.

Ebrard & Co v Gassier and anr app of dfts from order of the Vice-Chancellor disallowing objections to taxn Aug 11
In re Thomas Esty, Gent, one, &c, and In re Toxteth Brewery Co & Co's Acts and Chancery Lancaster Acts app of liquidator from refusal of Vice-Chancellor to direct account and payment of assets in hands of solicitor Oct 4

From Final Orders and Judgments.

1886.

In re W Jordan, dec In re T A Jordan's Estate (petn of Frances Mary Wakeman) app of petnr from order of the Vice-Chancellor, dated 25 March, 1886 May 1
In re Estate of Edwin Hughes, dec app of F C Hengler and anr (trustees and exors) from jdgt of the Vice-Chancellor, dated 29 March, 1886 May 10

N.B.—The County Palatine Appeals as the dates of setting down are reached in the General and Separate Lists are set aside and taken on the first Thursday in every Sitting, and afterwards on the first Thursday in the following months during the Sittings.

N.B.—During Michaelmas Sittings Palatine Appeals (if any reached) will be taken on the following days, viz:—
Thursday, October 28.
Thursday, November 4.
Thursday, December 2.

From Orders made on Interlocutory Motions in the Chancery Division.
Separate List.
1886.

In re J. G. Alford, dec Hunt v Parry app of plt from Mr Justice Pearson refusing allowance of payment out of estate for maintenance and education, dated 5 April, 1886 April 22
The London & Leicester Hosiery Co, ld v Greswold app of plts from order of Mr Justice North restraining sale of stockings contrary to covenant June 3
(order not perfected)
The Germ Milling Co ld v Robinson app of plt from judgt of Mr Justice Stirling and appln to C A for new trial under ort 3 of rule 1, ord 39 July 14
Meller v Thompson app of dft from refusal of Mr Justice Chitty of appln for trial by jury July 15
In re Hillsary & Taylor, solrs In re Hillsary & Hillsary, solrs app of Messrs Hillsary & Taylor from Mr Justice Kay disallowing objections to taxation July 17
Mellet, on behalf, &c, v Hanby appln of plt from Mr. Justice North in chambers refusing liberty to serve fresh notice of motion and proceed with action Aug 13
In re The Mysore Reefs Gold Mining Co ld app of the Co from order of Mr Justice Chitty as to remuneration of official liquidator Aug 16
In re Sugg, dec Sugg v Sugg app of defts N Sugg & ors from order of Mr Justice Stirling, dated 31 July, 1886, varying minutes of judgt dated 1 July Aug 23
Paddock v Edwards app of Ann Edwards from order of Mr Justice Kay, dated August, 1886 Aug 31
Foss v Gunter app of plt from Mr Justice Stirling (sitting as Vacation Judge) refusing to restrain erection of buildings, dated 1 Sept, 1886 Sept 24
Reichel v Bishop of Oxford app of plt from Mr Justice Grantham (sitting as Vacation Judge) refusing injunction, dated 29 Sept, 1886 Sept 24

QUEEN'S BENCH DIVISION.

Masters in Chambers.

During the Michaelmas Sittings the Masters will attend Chambers as follows:—A to F.—Mondays, Wednesdays, and Fridays, Master the Hon. R. Butler; Tuesdays, Thursdays, and Saturdays, Master Gordon. G to N.—Mondays, Wednesdays, and Fridays, Master Kaye; Tuesdays, Thursdays, and Saturdays, Master G. Pollock. O to Z.—Mondays, Wednesdays, and Fridays, Master Manley-Smith; Tuesdays, Thursdays, and Saturdays, Master Francis. In the A to F Division all applications by summons or otherwise in actions assigned to Sir Frederick Pollock (late senior Master) are to be made returnable before the Masters in Chambers, A to F Division. All applications by summons or otherwise in actions assigned by Master Johnson are to be made returnable before him in his own room (No. 175) at 11.30 a.m. on Mondays, Wednesdays, and Fridays. All applications by summons or otherwise in actions assigned to the late Master Romilly are to be made returnable before the Masters in Chambers, A to F Division. In the G to N Division all applications by summons or otherwise in actions assigned to Master Hodgson are to be made returnable before him in his own room (No. 112) at 11.30 a.m. on Mondays, Wednesdays, and Fridays. All applications by summons or otherwise in actions assigned to Master the Hon. R. Butler under these letters are to be made returnable before him in Chambers, A to F Division. In the O to Z Division all applications by summons or otherwise in actions assigned to Master Walton are to be made returnable before him in his own room (No. 174) at 11.30 a.m. on Mondays, Wednesdays, and Fridays. The parties are to meet in the ante-room of Masters' Chambers and the summonses will be inserted in the list for the day after the summonses to be heard before the Master Sitting in Chambers, and will be called over by the attendant on the respective rooms for a first and second time at 11.30, and will be dealt with by the Master in the same manner as if they were returnable at Chambers.

WINDING UP NOTICES.

London Gazette.—Friday, Oct. 22, 1886.

JOINT STOCK COMPANIES.

Limited in Chancery.

Cardiff Iron and Tin Plate Co, Limited.—By an order made by Grantham, J., dated Oct 13, it was ordered that the voluntary winding up of the company be continued. Currey & Co, Great George st, Westminster, solors for petners
Burnitt, Thomas, & Co, Limited.—The Vacation Judge has, by an order dated Sept 17, appointed Mr Oscar Berry, 6, Arthur st East, to be official liquidator
National Trust Co, Limited.—Petn for winding up, presented Oct 18, directed to be heard before North, J., on Oct 30. Beall & Co, Bucklersbury, solors for petner
United May Lundy Gold Co, Limited.—Petn for winding up, presented Oct 1, directed to be heard before Chitty, J, on Saturday, Oct 30. Poole & Co, Chancery lane, solors for petner
United Patents Corporation, Limited.—Petn for winding up, presented Oct 19, directed to be heard before Kay, J, on Oct 30. Darley & Cumberland, John st, Bedford row, solors for petner
Wright, E. J., Limited.—By an order made by Grantham, J, dated Oct 13, it was ordered that E. J. Wright, Limited, be wound up. Piesse & Son, Old Jewry chbrs, solors for creditors

Unlimited in Chancery.

Neston and District Permanent Benefit Building Society.—By an order made by Grantham, J, dated Oct 13, it was ordered that the society be wound up. Field & Co, Lincoln's inn fields, agents for Sharman & Co, Liverpool, solors for petner

County Palatine of Lancaster.

Limited in Chancery.

Johore Development Committee, Limited.—Petn for winding up, presented Oct 20, directed to be heard at Assize Courts, Manchester, on Monday, Nov 1. Brabner & Court, Liverpool, solors for petner

Stannaries of Cornwall.

Limited in Chancery.

Duchy Peru, Limited.—By an order made by the Vice-Warden, dated Oct 13, it was ordered that the Duchy Peru, Limited, be wound up. Hodge & Co, Truro, agents for Wild & Co, Ironmonger lane, solors for petner

FRIENDLY SOCIETIES DISSOLVED.

Dingle Sick and Burial Tontine Society, Church Institute, Miles st, Liverpool. Oct 16

London Gazette.—Tuesday, Oct. 26, 1886.

Limited in Chancery.

Automatic Boiler Feeder, Limited.—Petn for winding up, presented Oct 23, directed to be heard before Bacon, V.C., on Nov 6. Clinton, Serle st, Lincoln's inn, solor for petner
Keswick Old Brewery Co, Limited.—Petn for winding up, presented Oct 22, directed to be heard before Chitty, J, on Nov 6. Speechly & Co, New inn, agents for Atkinson & Bennett, Whitehaven, solors for petners
Liverpool and Isle of Man Steamship Co, Limited.—Petn for winding up, presented Oct 23, directed to be heard before Bacon, V.C., on Nov 6. Pritchard & Co, Painters' Hall, Little Trinity st, solors for petner

FRIENDLY SOCIETIES DISSOLVED.

Morning Star Sick and Burial Society, High Sheriff Inn, Rochdale. Oct 22
Reviving Stag Lodge Loyal and Independent Modern Order of Foresters, White Horse Inn, Milford, Hants. Oct 21

Fee, Two Guineas, for a sanitary inspection and report on a London dwelling-house. Country surveys by arrangement. The Sanitary Engineering and Ventilation Company, 115, Victoria-street, Westminster. Prospectus free.—[Advt.

Furnish on Norman & Stacey's Hire Purchase System; No Deposit; 1, 2, or 3 years; 60 wholesale firms. Offices, 79, Queen Victoria-street, E.C. Branches at 131, Pall Mall, S.W., and 9, Liverpool-street, E.C.—[Advt.

CREDITORS' NOTICES.
UNDER 22 & 23 VICT. CAP 35.
LAST DAY OF CLAIM.

BULLEN, BLANCHE MARY TOWNSEND, Preston Lea, Faversham, Kent. Nov 30. Cunliffes & Davenport, Chancery lane

CRUTCHER, WILLIAM, Lower Norwood, Surrey, Corn Merchant. Nov 7. Tarn, Philpot lane

DALTON, LOUISA BRIDGET ANNE ST CLARE, Abingdon villas, Kensington. Nov 22. Fyere & Co, Lincoln's inn fields

DETTMAR, JOHN, Wanstead, Essex, Esq. Nov 29. Dawes & Sons, Angel ct, Throgmorton st

DYKE, CHARLES JAMES, Sittingbourne, Major. Dec 15. Plaskitt, Lincoln's inn fields

FARRER, REBECCA, Plashet, Upton pk, Essex. Nov 30. Quilter, Fore st

FOWLER, ROBERT, Old Burlington st, Esq, M.D. Dec 10. Smith & Wilmer, Lincoln's inn fields

HANDEL, HENRY, Stanley rd, Teddington, Managing Director. Dec 1. Harcourt Lee, New inn, Strand

HEARSON, MARY, High st, Barnstaple. Nov 8. Harding & Son, Barnstaple

HOLT, THOMAS, Cononley, York, Farmer. Nov 27. Hartley, Nelson

JAMES, WILLIAM VAUGHAN, Haverfordwest, Solicitor. Nov 1. Ellis Marion James, Cliff cottage, Harroldstone West

JONES, EDWARD, Henley upon Thames, Seedsman. Dec 1. Cooper & Son, Henley on Thames

LAMBERT, ROBERT, Wallington, Surrey, Snuff Manufacturer. Nov 15. Streeter, Croydon

LEA, WILLIAM, Brunswick rd, Gloucester, Gent. Nov 6. Bretherton & Son, Gloucester

LYNE, HUGH, Penzance, Cornwall, Omnibus Proprietor. Dec 18. Plomer, Helston

MIDDLETON, HENRY, Grange st, Old Kent rd, Engineer. Nov 30. Peddell, Guildhall chmbrs, Basinghall st

MOODY, FRANCIS WOLLASTON, Grosvenor rd, Pimlico, Gent. Jan 31. Glyn, Bedford row

OGLE, ELIZA SOPHIA FRANCES, Fetcham, Sussex. Dec 25. Stuckey & Co, Brighton

PEARSE, WILLIAM LADELL, Bawdeswell, Norfolk, Farmer. Nov 10. Cellyer, Reepham, Norfolk

PICKNELL, CATHERINE, Hastings. Nov 23. Meadows & Elliott, Hastings

ROPER, SARAH ANN, Chapel-en-le-Frith, Derby. Nov 20. Bennett & Co, Chapel-en-le-Frith

SLACK, ELIZA, Chapel-en-le-Frith, Derby. Nov 20. Bennett & Co, Chapel-en-le-Frith

SMITH, JOAH, Howard st, Reading. Dec 15. Dryland, Reading

SUTCLIFFE, ALLEN, Bradford, York, Cotton Spinner. Nov 30. Newton Rhodes, Bradford

TALBOT, JOHN, Milnthorpe, Westmoreland, Solicitor. Nov 20. Talbot & Rheam, Milnthorpe

WALFORD, CAROLINE, Lyall st, Belgrave sq. Dec 1. Walfords, Bolton st, Piccadilly

WALKER, CHARLOTTE, Knockholt, Kent. Nov 18. Latter & Willett, Bromley

WALKER, GEORGE, Nottingham, Licensed Victualler. Dec 23. Watson & Co, Nottingham

WHITEHEAD, FRANCIS FREDERICK, Greenfield, Saddleworth, York. Dec 1. Rowntree, Oldham

WILLIAMS, ROBERT SAMUEL, Lee, Kent, Gent. Nov 30. Hanbury & Co, New Broad st

WOOD, WILLIAM, Lydney, Gloucester, Timber Merchant. Nov 20. Fyrer, Coleford

WOODWARD, DAVID, Upton, nr Macclesfield, Gent. Nov 23. Procter, Macclesfield

WORSDELL, NATHANIEL, Oxton, nr Birkenhead, Gent. Dec 8. Watson & Dendy, Newcastle upon Tyne

(*London Gazette*—Oct. 22.)

BIRTHS, MARRIAGES, AND DEATHS.
BIRTHS.

FULTON.—Oct. 21, at 52, Clarendon-road, Notting-hill, the wife of Forrest Fulton, M.P., barrister-at-law, of a daughter.

GLEN.—Oct. 24, at 2, Wynnstay-gardens, Kensington, W., the wife of R. Cunningham Glen, M.A., LL.B., barrister-at-law, of a son.

MCCALL.—Oct. 19, at 29, Lexham-gardens, the wife of H. A. McCall, barrister-at-law, of a son.

MCNAUGHTON.—Oct. 22, at Guilsfield, Clapham-park, S.W., the wife of D. Norman McNaughton, barrister-at-law, of a son.

MARRIAGES.

JELLICOE—FINLAYSON.—Oct. 20, at St. Mark's, Tollington-park, James Anthony Jellicoe, of 28, New Bridge-street, E.C., solicitor, to Beatrice Robina, daughter of Thomas Finlayson, of Tollington-park.

WARBURTON—WHITTINGHAM.—Oct. 20, at Sandbach, William Warburton, of Manchester, solicitor, to Mary Amy, daughter of the late Thomas Whittingham, of Sandbach.

DEATHS.

BOND.—Oct. 17, at Singapore, Straits Settlements, Isaac Swinburne Bond, barrister-at-law, and Member of the Legislative Council.

FEW.—Oct 24, Robert Few, of 19, Surrey-street, Strand, aged 79.

BANKRUPTCY NOTICES.
London Gazette.—FRIDAY, Oct. 22, 1886.

RECEIVING ORDERS.

ADCOCK, JONATHAN, Woodhall Spa, Lincoln, Cottager. Lincoln. Pet Oct 20. Ord Oct 20. Exam Nov 10 at 1.30 at Sessions House, Lincoln

ATKINSON, JOHN EDWARD, Sheffield, Joiner. Sheffield. Pet Oct 19. Ord Oct 19. Exam Nov 18 at 11.30

BANCROFT, JOSEPH, Manchester, Schoolmaster. Salford. Pet Oct 18. Ord Oct 18. Exam Nov 3 at 11

BEBB, NATHANIEL, Trelystan, Montgomery, Farmer. Newtown. Pet Oct 18. Ord Oct 19. Exam Nov 3

BELLERBY, HENRY, South Stockton, Innkeeper. Stockton on Tees and Middlesborough. Pet Oct 18. Ord Oct 18. Exam Oct 27

BESSON, HENRY, Sheffield, Refreshment House Keeper. Sheffield. Pet Oct 18. Ord Oct 18. Exam Nov 11 at 11.30

BRETON, ELIZABETH, Rattlesden, Suffolk, Shopkeeper. Bury St Edmunds. Pet Oct 19. Ord Oct 19. Exam Nov 4 at 1.30 at Guildhall, Bury St Edmunds

BOOKER, JOHN GEORGE, Nottingham, Draper. Nottingham. Pet Oct 19. Ord Oct 19. Exam Nov 16

BOWDEN, ALFRED TIDBALL, Newport, Mon, Saddler. Newport, Mon. Pet Oct 18. Ord Oct 18. Exam Oct 29 at 11.30

BROOKS, JOSEPH, Radcliffe, Lancashire, Painter. Bolton. Pet Oct 20. Ord Oct 20. Exam Nov 15 at 11.30

BUTT, THORNTON, Bristol, Grocer. Bristol. Pet Oct 20. Ord Oct 20. Exam Nov 19 at 12 at Guildhall, Bristol

CLARIDGE, GEORGE, Earl's Barton, Northampton, Boot Manufacturer. Northampton. Pet Oct 16. Ord Oct 16. Exam Nov 2

DIXON, MARY, Church Coniston, Lancashire, Licensed Victualler. Kendal. Pet Oct 20. Ord Oct 20. Exam Nov 20 at 2 at Court house, Townhall, Kendal

DONALD, DAVID, Victoria rd, Surbiton, Baker. Kingston, Surrey. Pet Oct 18. Ord Oct 20. Exam Nov 12

ELLIS, JOHN WILLIAM, Comberton, Cambs, Builder. Cambridge. Pet Oct 19. Ord Oct 19. Exam Oct 27 at 2

FIELD, WILLIAM, Tipton, Stafford, Brick Manufacturer. Oldbury. Pet Oct 9. Ord Oct 9. Exam Nov 8

FOX, MARKS, Bethnal green rd, Furrier. High Court. Pet Oct 18. Ord Oct 18. Exam Nov 26 at 11.30 at 34, Lincoln's inn fields

GODFREY, FREDERICK CHARLES, Hampstead Norris, Berks, Grocer. Newbury. Pet Oct 19. Ord Oct 19. Exam Nov 17 at 2

GRIEVES, ROBERT, Faversham, Ironmonger. Canterbury. Pet Oct 18. Ord Oct 18. Exam Nov 5

HASTIE, JAMES, Russell rd, Kensington, Gent. High Court. Pet Sept 28. Ord Oct 20. Exam Nov 26 at 11.30 at 34, Lincoln's inn fields

HAWES, GEORGE, Wescott Barton, Oxford, Farmer. Oxford. Pet Oct 2. Ord Oct 20. Exam Nov 25 at 11.30

HEAD, GEORGE, and GEORGE HEAD, jun, Worthing, Builders. Brighton. Pet Oct 20. Ord Oct 20. Exam Nov 11 at 11

HILL, HENRY EDWARD, Clee, Lincoln, Auctioneer. Gt Grimsby. Pet Oct 19. Ord Oct 19. Exam Nov 10 at 11 at Townhall, Grimsby

HOGAN, JAMES, Birmingham, Clothier. Birmingham. Pet Sept 2. Ord Oct 19. Exam Nov 16 at 2

HOPPER, CHARLES RICHARD, Kingston upon Hull, out of business. Kingston upon Hull. Pet Oct 20. Ord Oct 20. Exam Nov 15 at 2 at Court house, Townhall, Hull

HULME, WILLIAM, Worcester, Hatter. Worcester. Pet Oct 20. Ord Oct 20. Exam Nov 3 at 11.30

HURN, JAMES, Bristol, Clerk of Works. Bristol. Pet Oct 20. Ord Oct 20. Exam Nov 19 at 12 at Guildhall, Bristol

HUTCHBY, WILLIAM, Thornton Heath, Surrey, Tea Dealer. Croydon. Pet Sept 27. Ord Oct 15. Exam Nov 12

JAMES, JOHN WILLIAM, Morecambe, Lancashire, Dealer in Fancy Goods. Preston. Pet Oct 7. Ord Oct 19. Exam Nov 17

JEBRAM, WILLIAM, Bulwell, Nottingham, Baker. Nottingham. Pet Oct 20. Ord Oct 20. Exam Nov 16

JOHNSON, THOMAS JAMES, and ROBERT JOHN WILLIAMS, Liverpool, Merchants. Liverpool. Pet Oct 19. Ord Oct 19. Exam Nov 1 at 11 at Court house, Government bdgs, Victoria st, Liverpool

KAY, JOHN, Hunslet, Yorks, Model Maker. Leeds. Pet Oct 18. Ord Oct 18. Exam Nov 16 at 11

KITSON, GEORGE, Dewsbury, Yorks, Mason. Dewsbury. Pet Oct 16. Ord Oct 16. Exam Oct 26

LAVENDER, WILLIAM, and EDWARD LAVENDER, Manor st, Clapham, Builders. High Court. Pet Sept 16. Ord Oct 16. Exam Nov 25 at 11.30 at 34, Lincoln's inn fields

MILLS, JOHN SAMUEL, Oldham, out of business. Oldham. Pet Oct 18. Ord Oct 18. Exam Nov 9 at 12.30

MORTER, FREDERICK, Norwich, Ticket Writer. Norwich. Pet Oct 20. Ord Oct 20. Exam Nov 17 at 12 at Shirehall, Norwich Castle

MORTON, THOMAS, Sheffield, Horn Cutter. Sheffield. Pet Oct 20. Ord Oct 20. Exam Nov 18 at 11.30

NEWCOME, FREDERICK NATHANIEL, Brunswick sq. High Court. Pet July 24. Ord Oct 18. Exam Nov 25 at 11.30 at 34, Lincoln's inn fields

NISBECK, GEORGE, Pontymister, Mon, Grocer. Newport, Mon. Pet Oct 18. Ord Oct 18. Exam Oct 26 at 11

O'CONNELL, WINIFRED, Carlisle, Milliner. Carlisle. Pet Oct 19. Ord Oct 19. Exam Nov 2 at 11 at Court house, Carlisle

OSBORNE, GEORGE, West Bromwich, Staffordshire, Greengrocer. Oldbury. Pet Oct 19. Ord Oct 20. Exam Nov 15

PARK, ROBERT, address unknown, Licensed Victualler. High Court. Pet Sept 23. Ord Oct 18. Exam Nov 25 at 11.30 at 34, Lincoln's inn fields

PAYNE, JOHN, Dartford, Bootmaker. Rochester. Pet Oct 19. Ord Oct 19. Exam Nov 15 at 2

PICKUP, THOMAS BARNES, Scunthorpe, Lincolnshire, Grocer. Great Grimsby. Pet Oct 18. Ord Oct 18. Exam Nov 10 at 11 at Townhall, Grimsby

PLOWRIGHT, WILLIAM, Upton, Nottinghamshire, Farmer. Nottingham. Pet Oct 18. Ord Oct 18. Exam Nov 16

PRECIOUS, JOHN, Wetherby, Innkeeper. York. Pet Oct 20. Ord Oct 20. Exam Nov 12 at 11.30 at Guildhall, York

PRINCE, GEORGE, Leeds, Whitesmith. Leeds. Pet Oct 18. Ord Oct 18. Exam Nov 16 at 11

RANDALL, CHARLES, Newark upon Trent, Glass Dealer. Nottingham. Pet Oct 18. Ord Oct 18. Exam Nov 16

REED, RICHARD THEODORE, Swansea, no occupation. Swansea. Pet Oct 20. Ord Oct 20. Exam Nov 16

REED, WILLIAM, New rd, Croydon, Baker. Croydon. Pet Sept 30. Ord Oct 15. Exam Nov 12

REDMAN, MARK, Brockley, Kent, Contractor. Greenwich. Pet Oct 19. Ord Oct 19. Exam Nov 19

ROBSON, GEORGE, Liverpool, Contractor. Liverpool. Pet Oct 19. Ord Oct 19. Exam Nov 1 at 11 at Court house, Government bldgs, Victoria st, Liverpool

SHEPHERD, GEORGE, Church st, Croydon, House Decorator. Croydon. Pet Oct 15. Ord Oct 15. Exam Nov 12

SINGLETON, BONNER, Nottingham, Boot Maker. Nottingham. Pet Oct 20. Ord Oct 20. Exam Nov 16

SNOWBALL, JOHN, Pudsey, Yorks, Tailor. Bradford. Pet Oct 18. Ord Oct 18. Exam Nov 15

SPICER, HENRY, Enfield rd, Brentford, Beerhouse Keeper. Brentford. Pet Oct 19. Ord Oct 19. Exam Nov 23 at 2.30

SULLIVAN, ALFRED, Puddington, nr Morchard Bishop, Devon, Baker. Exeter. Pet Oct 18. Ord Oct 18. Exam Nov 19 at 11

TAYLOR, ROBERT, Mildenhall, Coach Builder. Bury St Edmunds. Pet Oct 18. Ord Oct 19. Exam Nov 4 at 1.30 at Guildhall, Bury St Edmunds

THISTLETHWAITE, WILLIAM, New Brighton, Cheshire, Cigar Merchant. Birkenhead. Pet Oct 19. Ord Oct 19. Exam Nov 3 at 11

WILLETTS, JOSEPH, Causeway Green, nr Oldbury, Carpenter. Oldbury. Pet Oct 20. Ord Oct 20. Exam Nov 15

WOOD, MARY ANNA MARIA ELIZABETH, and MARY ALICE WOOD, Shrewsbury, Schoolmistresses. Shrewsbury. Pet Oct 18. Ord Oct 18. Exam Nov 16

WORTHINGTON, WALTER, Tyldesley, Lancs, Beerseller. Bolton. Pet Oct 20. Ord Oct 20. Exam Nov 15 at 11

YOUNG, EDWARD, Dewsbury, Yorks, Dyer. Dewsbury. Pet Oct 19. Ord Oct 19. Exam Oct 26

The following amended notice is substituted for that published in the London Gazette of Oct 15.

ANTHONY, FRANCIS, Birmingham, Draper. Birmingham. Pet Oct 12. Ord Oct 13. Exam Nov 16 at 2

FIRST MEETINGS.

BADCOCK, PETER HENRY, West Bromwich, Tailor. Nov 2 at 10.30, Court House, Oldbury

BEBB, NATHANIEL, Trelystan, Montgomeryshire, Farmer. Nov 3 at 1. Off Rec, Llandidloes

DELSHAW, ROBERT, Nottingham, out of business. Oct 30 at 11. Off Rec, 1, High Pavement, Nottingham
BOOKER, JOHN GEORGE, Nottingham, Draper. Oct 29 at 3. Off Rec, 1, High Pavement, Nottingham
BOWDEN, ALFRED TIDBALL, Newport, Mon, Saddler. Nov 1 at 12.30. Off Rec, 12, Tredegar pl, Newport, Mon
BROOKS, JOSEPH, Radcliffe, Lancs, Painter. Nov 2 at 11.15. 16, Wood st, Bolton
CHANDLER, CHARLES, Luton, Butcher. Oct 30 at 11. Off Rec, 29, Park st West, Luton, Beds
COLLINS, JAMES PHILIP, Dovercourt, Essex, Builder. Nov 3 at 12.30. Pier Hotel, Harwich, Essex
CROSSFIELD, WILLIAM, FRANCIS JAMES CROSSFIELD, JOHN CROSSFIELD, and GEORGE CROSSFIELD, Arnside, Westmoreland, Joiners. Oct 30 at 11. Off Rec, 27, Stramongate, Kendal
ELLIS, JOHN WILLIAM, Comberton, Cambridgeshire, Builder. Nov 2 at 12. Off Rec, 5, Petty Cury, Cambridge
FIELD, WILLIAM, West Bromwich, Brick Manufacturer. Nov 1 at 2. Off Rec, Colmore row, Birmingham
GLOVER, JOHN WILLIAM, Sheffied, Grocer. Nov 1 at 12. Off Rec, Figtree lane, Sheffield
HOPPER, CHARLES RICHARD, Kingston upon Hull, out of business. Nov 1 at 3. Off Rec, Lincoln's inn bldgs, Bowlalley lane, Hull
HOROBIN, WILLIAM, Bradford, Dryalter. Oct 29 at 12. Off Rec, 31, Manor row, Bradford
HOWARTH, JAMES, Longwood, nr Huddersfield, Grocer. Oct 29 at 11. Haigh & Son, solors, New st, Huddersfield
JACKSON, SARAH ANN, Nottingham, Lace Manufacturer. Oct 30 at 12. Off Rec, 1, High pavement, Nottingham
JAMESON, GEORGE HENRY, Brockley, Kent, Surveyor. Oct 29 at 12. Off Rec, 109, Victoria st, Westminster
KELLY, J J, Bruton st, Berkeley sq, Lieut Colonel. Oct 29 at 11. 33, Carey st, Lincoln's inn
KNIGHT, ROBERT, Kilvington Rectory, Nottingham, Clerk in Holy Orders. Oct 29 at 11. Off Rec, 1, High pavement, Nottingham
LAMBOURNE, EDWARD, Birmingham, Chair Manufacturer. Nov 2 at 11. Off Rec, Birmingham
LANGLEY, EDWARD GEORGE, Gorleston, Suffolk, Licensed Victualler. Nov 2 at 10.30. Lovewell Blake, South Quay, Gt Yarmouth
LISTER, JOSEPH, Dewsbury, Yorks, Rag Grinder. Oct 29 at 4. Off Rec, Bank chbrs, Batley
LONGMAN, SYLVANUS PARTRIDGE, High st, Peckham, Butcher. Nov 3 at 11. 33, Carey st, Lincoln's inn
MCGRATH, BERNARD, Liverpool, Provision Dealer. Nov 2 at 3. Off Rec, 35, Victoria st, Liverpool
MILLS, JOHN SAMUEL, Oldham, out of business. Nov 1 at 3.30. Off Rec, Ogden's chbrs, Bridge st, Manchester
MORTER, FREDERICK, Norwich, Ticket Writer. Oct 30 at 11. Off Rec, 8, King st, Norwich
NISBECK, GEORGE, Pontymister, Mon, Grocer. Nov 1 at 12. Off Rec, 12, Tredegar pl, Newport, Mon
O'CONNELL, WINIFRED, Carlisle, Milliner. Nov 2 at 12. Off Rec, 34, Fisher st, Carlisle
OXLEY, FREDERICK, Batley, Yorks, Furniture Dealer. Oct 29 at 3. Off Rec, Bank chbrs, Batley
PAYNE, JOHN, Dartford, Bootmaker. Nov 2 at 11.30. Off Rec, High st, Rochester
PENN, EDWARD JOSHUA, Cardiff, Colliery Agent. Oct 29 at 2.30. Off Rec, 3, Crockherbtown, Cardiff
PICKUP, THOMAS BARNES, Scunthorpe, Lincoln, Grocer. Nov 1 at 2. Hull Incorporated Law Society, Lincoln's inn bldgs, Bowlalley lane, Hull
PRECIOUS, JOHN, Wetherby, Yorks, Innkeeper. Oct 29 at 12.30. Off Rec, York
RAINE, JOHN, Yearby, Yorks, Farmer. Nov 2 at 11. Off Rec, 8, Albert rd, Middlesborough
REED, RICHARD THEODORE, Swansea, no occupation. Oct 30 at 11. Off Rec, 6, Rutland st, Swansea
ROBERTS, WILLIAM, Atherstone, Warwick, out of business. Nov 5 at 11. Off Rec, Birmingham
SLEGG, HADAKEZER (sep estate), Bishopsgate st Without, Builder. Oct 29 at 2.30. 33, Carey st, Lincoln's inn
SMITH, DANIEL, Temple Sowerby, Westmoreland, Clerk in Holy Orders. Oct 29 at 4.30. George Hotel, Penrith
SNOWBALL, JOHN, Pudsey, Yorks, Tailor. Oct 29 at 3. Off Rec, 31, Manor row, Bradford
STEEDEN, THOMAS, Edgware rd, no occupation. Nov 3 at 12. Bankruptcy bdgs, Portugal st, Lincoln's inn
SULLIVAN, ALFRED, Morchard Bishop, Devon, Baker. Nov 1 at 3. 13, Bedford circus, Exeter
TAYLOR, SAMUEL, Burnley, Lancashire, Auctioneer. Nov 4 at 1. Exchange Hotel, Nicholas st, Burnley
WADDINGTON, JOHN, Colne, Lancashire, Joiner. Nov 4 at 2. Exchange Hotel, Nicholas st, Burnley
WARE, GEORGE WALTER, St Thomas rd, Seven Sisters' rd, Architect. Nov 3 at 11. 33, Carey st, Lincoln's inn
WATTS, EDWARD, Aston Newtown, Warwickshire, Boot Dealer. Nov 1 at 11. Off Rec, Birmingham
WILLIAMS, DAVID, Leeds, Grocer. Oct 29 at 11. Off Rec, 22, Park row, Leeds
WILLIAMS, THOMAS, Llanrwst, Denbighshire, Grocer. Oct 29 at 1. Eagles Hotel, Llanrwst
WOOLHOUSE, ENOCH, Eccleshill, Yorks, Butcher. Nov 1 at 11. Off Rec, Figtree lane, Sheffield
WORKMAN, DANIEL WILLIAM AUGUSTUS, Dursley, Gloucestershire, Watchmaker. Oct 30 at 3. Off Rec, 15, King st, Gloucester
WORTHINGTON, WALTER, Tyldesley, Lancashire, Beerseller. Nov 2 at 3. 16, Wood st, Bolton

ADJUDICATIONS.

ADCOCK, JONATHAN, Woodhall Spa, Lincolnshire, Cottager. Lincoln. Pet Oct 20. Ord Oct 20
ANTHONY, FRANCIS, Birmingham, Draper. Birmingham. Pet Oct 13. Ord Oct 18
ATKINSON, JOHN EDWARD, Sheffield, Joiner. Sheffield. Pet Oct 19. Ord Oct 19
BELLERBY, HENRY, Stockton, Innkeeper. Stockton on Tees and Middlesborough. Pet Oct 18. Ord Oct 18
BELLIS, JOHN, Liverpool, Coal Merchant. Liverpool. Pet Aug 31. Ord Oct 20
BENNETT, JOHN, Liverpool, Provision Broker. Liverpool. Pet Sept 25. Ord Oct 18
BERESON, HENRY, Sheffield, Refreshment House Keeper. Sheffield. Pet Oct 18. Ord Oct 18
BLEWETT, JOHN, St Neot, nr Liskeard, Farmer. East Stonehouse. Pet Oct 5. Ord Oct 18
BOWDEN, ALFRED TIDBALL, Newport, Mon, Saddler. Newport, Mon. Pet Oct 18. Ord Oct 19
BRIDGE, FREDERICK, Oxford rd, New North rd, Islington, Corn Dealer. High Court. Pet Oct 14. Ord Oct 18
BRIERLEY, SQUIRE, Rochdale, Lancashire, Engine Tenter. Oldham. Pet Oct 4. Ord Oct 20
CLARIDGE, GEORGE, Earl's Barton, Northampton, Boot Manufacturer. Northampton. Pet Oct 16. Ord Oct 18
CLIFTON, CHARLES, Oldbury, Baker. Oldbury. Pet Oct 14. Ord Oct 19
DAVIES, RICHARD, Blaenllecha, Glamorgan, Carpenter. Pontypridd. Pet Aug 4. Ord Aug 5
ELLIS, JOHN WILLIAM, Comberton, Cambridge, Builder. Cambridge. Pet Oct 19. Ord Oct 19
ELLWOOD, WILLIAM, North Shields, Saddler. Newcastle on Tyne. Pet Oct 5. Ord Oct 19
FIELD, WILLIAM, West Bromwich, Brick Manufacturer. Oldbury. Pet Oct 9. Ord Oct 15
HANMER, LLEWELLYN, Timperley, Cheshire, Yarn Agent. Manchester. Pet Sept 21. Ord Oct 18
HAYNES, BENJAMIN, Clifton ter, Pengo, Builder. Croydon. Pet June 26. Ord Oct 15
HOPPER, CHARLES RICHARD, Kingston upon Hull, out of business. Kingston upon Hull. Pet Oct 20. Ord Oct 20
HOWARTH, JAMES, Longwood, nr Huddersfield, Grocer. Huddersfield. Pet Oct 15. Ord Oct 19
HULME, WILLIAM, Worcester, Hatter. Worcester. Pet Oct 20. Ord Oct 20
JACKSON, WILLIAM THOMAS, Wetherby, Yorks, Grocer. York. Pet Oct 16. Ord Oct 16
KAY, JOHN, Hunslet, nr Leeds, Model Maker. Leeds. Pet Oct 18. Ord Oct 20
KILLINGBECK, WILLIAM, New Malton, Yorks, Innkeeper. Scarborough. Pet Oct 14. Ord Oct 18
LARGE, CHARLES WILLIAM, Cornwall rd, Notting hill, Dentist. High Court. Pet Sept 21. Ord Oct 18
MORTON, THOMAS, Sheffield, Horn Cutter. Sheffield. Pet Oct 20. Ord Oct 20
NEWTON, JOSEPH WALTER, Newport, I.W., Tailor. Newport and Ryde. Pet Oct 2. Ord Oct 15
OXLEY, FREDERICK, Batley, Yorks, Furniture Dealer. Dewsbury. Pet Oct 11. Ord Oct 19
PRINCE, GEORGE, Leeds, Whitesmith. Leeds. Pet Oct 18. Ord Oct 20
RAINE, JOHN, Yearby, Yorks, Farmer. Stockton on Tees and Middlesborough. Pet Oct 15. Ord Oct 16
ROBINSON, JOHN COLWELL, and EDWARD JAMES BAYLY, Liverpool, Bicycle Manufacturers. Liverpool. Pet Sept 25. Ord Oct 20
ROWELL, JANE, Middle Brunton Farm, Northumberland, Widow. Newcastle on Tyne. Pet Sept 10. Ord Oct 18
SCOTT, EDMUND, and JOHN FREDERICK BECKETT, Myddleton st, Clerkenwell, Jewellers. High Court. Pet Sept 7. Ord Oct 18
SHEARD, GEORGE HENRY, Mirfield, Yorks, Grocer. Dewsbury. Pet Oct 6. Ord Oct 19
SNOWBALL, JOHN, Pudsey, Yorks, Tailor. Bradford. Pet Oct 18. Ord Oct 18
TAYLOR, SAMUEL, Burnley, Lancashire, Auctioneer. Burnley. Pet Oct 16. Ord Oct 19
THISTLETHWAITE, WILLIAM, New Brighton, Cheshire, Cigar Merchant. Birkenhead. Pet Oct 19. Ord Oct 20
TOWERS, WILLIAM, Cumberland, Farmer. Carlisle. Pet Oct 18. Ord Oct 18
WATTS, JAMES, and JOSEPH WATTS, Drewsteignton, Devon, Farmers. East Stonehouse. Pet Oct 6. Ord Oct 18

London Gazette.—TUESDAY, OCT. 26.

RECEIVING ORDERS.

BICKMORE, STEPHEN JOHN, Bingham, Nottinghamshire, Builder. Nottingham. Pet Oct 21. Ord Oct 21. Exam Nov 16
BIRCHALL, JOHN, Stapeley, nr Nantwich, Farmer. Nantwich and Crewe. Pet Oct 23. Ord Oct 23. Exam Nov 10 at 11 at Nantwich
BLACKBURN, JOHN, Hunslet, Leeds, Miner. Leeds. Pet Oct 21. Ord Oct 21. Exam Nov 16 at 11
BRAGG, THOMAS WILLIAM, Stoke upon Trent, Builder. Stoke upon Trent. Pet Oct 22. Ord Oct 22. Exam Nov 16
BRISTOW, JOHN, Withington, Lancashire, Joiner. Stockport. Pet Oct 6. Ord Oct 21. Exam Nov 11 at 11.30
BROMFIELD, CHARLES, Exeter, Manufacturing Stationer. Exeter. Pet Oct 22. Ord Oct 23. Exam Nov 18 at 11
BROWN, GEORGE, Newport, Mon, Carpenter. Newport, Mon. Pet Oct 21. Ord Oct 23. Exam Nov 4 at 11.30
BURGESS, JAMES, Hunstanton St Edmund's, Norfolk, Baker. King's Lynn. Pet Oct 20. Ord Oct 20. Exam Nov 11 at 10.30 at Court house, King's Lynn
BUSH, JOHN, Gillingham, Kent, Schoolmaster. Rochester. Pet Oct 21. Ord Oct 21. Exam Nov 18 at 2
CRANE, WILLIAM, Broadway, Westminster, Licensed Victualler. High Court. Pet Oct 21. Ord Oct 21. Exam Nov 24 at 11.30 at 34, Lincoln's inn fields
CRUTCHLEY, HENRY HARDING, Kington, Herefordshire, Licensed Victualler. Leominster. Pet Oct 22. Ord Oct 22. Exam Nov 26
DAVIS, EDWIN CHARLES, Devonport, General Dealer. East Stonehouse. Pet Oct 20. Ord Oct 21. Exam Nov 17 at 11
DAWKES, CHARLES, High st, Leamington Priors, Sign Writer. Warwick. Pet Oct 22. Ord Oct 22. Exam Nov 16
DE HOCHSTRASSER, HENRY, Upper Station rd, Finchley, Mercantile Clerk. Barnet. Pet Oct 14. Ord Oct 23. Exam Nov 17 at 11 at Townhall, Barnet
DODD, HORATIO, Bishopsgate st, Merchant. High Court. Pet Sept 14. Ord Oct 20. Exam Nov 26 at 11.30 at 34, Lincoln's inn fields
EALDING, DANIEL, Folkestone, Cook. Canterbury. Pet Oct 22. Ord Oct 23. Exam Nov 5
FOSTER, GEORGE, Cardiff, Builder. Cardiff. Pet Oct 23. Ord Oct 23. Exam Dec 7 at 2
FREEMAN, THOMAS, Smarden, Kent, Farmer. Canterbury. Pet Oct 19. Ord Oct 21. Exam Nov 5
FUNK, HENRY, Commercial rd, Grocer. High Court. Pet Sept 7. Ord Oct 22. Exam Nov 26 at 12 at 34, Lincoln's inn fields
HALLILEY, ROBERT THOMAS, Manchester. Manchester. Pet Oct 6. Ord Oct 21. Exam Nov 15 at 11
HAMMOND, WALTER SCOTT, and JOHN EDWARD HAMMOND, Noel st, Soho, Bookbinders. High Court. Pet Oct 19. Ord Oct 22. Exam Dec 3 at 11.30 at 34, Lincoln's inn fields
HAWTON, EDMUND, Landport, Hampshire, Outfitter. Portsmouth. Pet Oct 23. Ord Oct 23. Exam Nov 8 at 12
HILLE, FRITZ, Chiswick. Brentford. Pet Aug 19. Ord Oct 21. Exam Nov 23 at 2
JOHN, CHARLES, Cardiff, Hat Manufacturer. Cardiff. Pet Oct 5. Ord Oct 19. Exam Dec 7 at 2
NOYES, JAMES, Alfred pl, Tottenham ct rd, Milliner. Greenwich. Pet Oct 22. Ord Oct 22. Exam Nov 19 at 1
PARRY, JOHN, Briton Ferry, Glamorgan, Moulder. Neath. Pet Oct 23. Ord Oct 23. Exam Nov 5 at 10 30 at Townhall, Neath
PHELPS, CHARLES, Cardiff, Fruiterer. Cardiff. Pet Oct 21. Ord Oct 21. Exam Dec 7 at 2
PYETT, WILLIAM, Esher, Surrey, Tailor. Kingston, Surrey. Pet Oct 19. Ord Oct 19. Exam Nov 19
REYNOLDS, THOMAS HENRY, Willington, Durham, Grocer. Durham. Pet Oct 23. Ord Oct 23. Exam Nov 23 at 2.30
ROBERTS, EDWARD, Newport, Mon, Grocer. Newport, Mon. Pet Oct 21. Ord Oct 21. Exam Nov 4 at 11
ROBERTS, JOSEPH, Tipton, Stafford, Bootmaker. Dudley. Pet Oct 11. Ord Oct 13. Exam Nov 4 at 11

ROBINSON, MARK, Stratford upon Avon, Saddler. Warwick. Pet Sept 23. Ord Oct 23. Exam Nov 16

SADGROVE, THOMAS, Shaftesbury st, New North rd, Islington, Shirt Dresser. High Court. Pet Oct 20. Ord Oct 20. Exam Nov 23 at 11.30 at 24, Lincoln's inn fields

SEANOR, SAMUEL EXLEY, Leeds, Hackle Maker. Leeds. Pet Oct 21. Ord Oct 21. Exam Nov 16 at 11

SMART, JAMES, Woodford, Essex, Bootmaker. High Court. Pet Oct 22. Ord Oct 22. Exam Nov 30 at 11.30 at 24, Lincoln's inn fields

SNEATH, MATTHIAS, Harringworth, Northampton, Farmer. Leicester. Pet Oct 23. Ord Oct 23. Exam Nov 10 at 10

TAYLOR, ROBERT FREDERICK STOFFORD, Leicester, Surgeon. Leicester. Pet Oct 21. Ord Oct 21. Exam Nov 10 at 10

TAYLOR, STEPHEN HENRY, Pembroke Dock, Butcher. Pembroke Dock. Pet Oct 13. Ord Oct 20. Exam Nov 3 at 11.15 at Temperance Hall, Pembroke Dock

THOMAS, GEORGE LLOYD, Newport, Mon, Draper. Newport, Mon. Pet Oct 20, Ord Oct 22. Exam Nov 4 at 11

TYSER, EDWARD HAYES, Gorleston, Suffolk, Draper. Gt Yarmouth. Pet Oct 22. Ord Oct 22. Exam Nov 30 at 11 at Townhall, Gt Yarmouth

VAUGHAN, JOHN, Merthyr Tydfil, Minister. Merthy Tydfil. Pet Oct 20. Ord Oct 20. Exam Nov 10

WAGHORN, DANIEL THOMAS, Ramsgate, Greengrocer. Canterbury. Pet Oct 23. Ord Oct 23. Exam Nov 5

WALKER, JOHN, Wolverton, Buckingham, Baker. Northampton. Pet Oct 22. Ord Oct 22. Exam Dec 7

WATTS, WILLIAM GEORGE, Ormskirk, Lancashire, Music Dealer. Liverpool. Pet Oct 23, Ord Oct 23. Exam Nov 4 at 11 at Court house, Government bldgs, Victoria st, Liverpool

WEBB, ALFRED ISAAC, Buckingham, Shoe Maker. Banbury. Pet Oct 21. Ord Oct 21. Exam Nov 16

WRIGHT, JAMES, Hendon, Nurseryman. Barnet. Pet Sept 7. Ord Oct 20. Exam Nov 17 at 11 at Townhall, Barnet
The following amended notice is substituted for that published in the London Gazette of Oct 22.

REED, RICHARD THEODORE, Swansea, no occupation. Swansea. Pet Oct 19. Ord Oct 20. Exam Nov 9

FIRST MEETINGS.

ANDERSON, CHARLES FRANCIS, Boston, Lincoln, Feather Purifier. Nov 4 at 12. Off Rec, 48, High st, Boston

ATKINSON, JOHN EDWARD, Sheffield, Joiner. Nov 3 at 11.30. Off Rec, Figtree lane, Sheffield

BAILLIE, WILLIAM EARNSHAW, and CHARLES KNOWLES, Blackfriars rd, Southwark, Ironmongers. Nov 3 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn

BEETON, ELIZABETH, Rattlesden, Suffolk, Shopkeeper. Nov 2 at 12. Off Rec, Ipswich

BICKMORE, STEPHEN JOHN, Bingham, Nottingham, Builder. Nov 4 at 11. Off Rec, 1, High pavement, Nottingham

BLOOMFIELD, CHARLES, High st, West Norwood, Bootmaker. Nov 4 at 11. 33, Carey st, Lincoln's inn

BOLTON, JULIA, Riggindale rd, Streatham, Widow. Nov 11 at 3. Off Rec, 109, Victoria st, Westminster

BOWIE, FRANCIS, College avenue, Lower Clapton, Builder. Nov 3 at 2.30. 33, Carey st, Lincoln's inn

BROWN, GEORGE, Newport, Mon, Carpenter. Nov 5 at 12.30. Off Rec, 12, Tredegar pl, Newport, Mon

BUSH, JOHN, Gillingham, Kent, Schoolmaster. Nov 4 at 11.30. Off Rec, High st, Rochester

BUTT, THORNTON, Bristol, Grocer. Nov 3 at 3. Off Rec, Bank chbrs, Bristol

BUTTIFANT, ARCHIBALD GEORGE, King William st, Accountant. Nov 3 at 12. 33, Carey st, Lincoln's inn

CLAY, GEORGE WILLIAM, Faversham, Baker. Nov 5 at 10. 32, St George's st, Canterbury

COLCOCK, WILLIAM HENRY, Clifton, Ale Merchant. Nov 3 at 12.30. Off Rec, Bank chbrs, Bristol

DAVIS, EDWIN CHARLES, Devonport, General Dealer. Nov 4 at 11. Off Rec, 18, Frankfort st, Plymouth

EALDING, DANIEL, Folkestone, Cook. Nov 3 at 3.30. 73, Sandgate rd, Folkestone

EASTERBROOK, WALTER, sep estate, Upper Knowle, nr Bristol, Signal Maker. Nov 2 at 11.30. 28 and 29, St Swithin's lane

EASTERBROOK, WALTER, and GEORGE HENRY HANNAFORD, Bristol, Signal Makers. Nov 2 at 11.30. 28 and 29, St Swithin's lane

EDWARDS, WILLIAM OSBERT, Ruthin, Denbigh, Solicitor. Nov 2 at 12.30. Castle Hotel, Ruthin

FAIRER, GEORGE (sep estate), Sunderland, Fishmonger. Nov 3 at 3.30. Law Society, 32, John st, Sunderland

FREEMAN, THOMAS, Smarden, Kent, Farmer. Nov 5 at 11. 32, St George's st, Canterbury

GRIEVES, ROBERT, Faversham, Ironmonger. Nov 5 at 10.30. 32, St George's st, Canterbury

HANNAFORD, GEORGE HENRY (sep estate), Terrace, Chiswick, Signal Maker. Nov 2 at 11.30. 28 and 29, St Swithin's lane

HAWTON, EDMUND, Landport, Hants, Outfitter. Nov 4 at 12.30. Chamber of Commerce, 145, Cheapside

HILL, HENRY EDWARD, Clee, Lincoln, Auctioneer. Nov 2 at 11.30. Off Rec, 3, Haven st, Gt Grimsby

HILL, JOHN EDWARD, Sutton, Surrey, Photographer. Nov 4 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn

HOLMES, WILLIAM, Knottingley, Yorks, Hotel Keeper. Nov 2 at 2. Off Rec, Southgate chbrs, Wakefield

HULME, WILLIAM, Worcester, Hatter. Nov 3 at 11. Off Rec, Worcester

HURN, JAMES, Bristol, Clerk of Works. Nov 3 at 11.45. Off Rec, Bank chbrs, Bristol

HUTCHBY, WILLIAM, Whitehorse rd, Thornton heath, Tea Dealer. Nov 3 at 3. Off Rec, 109, Victoria st, Westminster

JAMES, JOHN WILLIAM, Morecambe, Lancs, Dealer in Fancy Goods. Nov 2 at 3.30. Off Rec, Ogden's chbrs, Bridge st, Manchester

JERRAM, WILLIAM, Bulwell, Nottingham, Baker. Nov 3 at 11. Off Rec, 1, High pavement, Nottingham

KAY, JOHN, Hunslet, nr Leeds, Model Maker. Nov 3 at 12. Off Rec, 22, Park row, Leeds

KITSON, GEORGE, Dewsbury, Yorks, Mason. Nov 3 at 4. Off Rec, Bank chbrs, Batley

MORTON, THOMAS, Sheffield, Horncutter. Nov 3 at 12. Off Rec, Figtree lane, Sheffield

NICHOLSON, JAMES, sep estate, Sunderland, Fishmonger. Nov 3 at 3. Law Society, 32, John st, Sunderland

NICHOLSON, JAMES, and FAIRER GEORGE, Sunderland, Fishmongers. Nov 3 at 3.30. Law Society, 32, John st, Sunderland

PADDOCK, WILLIAM. Newport, Salop, Farmer. Nov 3 at 11.30. County court, Stafford

PARRY, JOHN, Briton Ferry, Glam, Moulder. Nov 5 at 10. Castle Hotel, Neath

PLOWRIGHT, WILLIAM, Upton, Notts, Farmer. Nov 3 at 3. Off Rec, 1, High pavement, Nottingham

PRINCE, GEORGE, Leeds, Whitesmith. Nov 3 at 11. Off Rec, St Andrew's chbrs, 22, Park row, Leeds

RANDALL, CHARLES, Newark upon Trent, Glass Dealer. Nov 2 at 11. Off Rec, 1, High pavement, Nottingham

ROBERTS, EDWARD, Newport, Mon, Grocer. Nov 4 at 12. Off Rec, 12, Tredegar pl, Newport, Mon

ROBERTS, JOSEPH, Tipton, Staffs, Bootmaker. Nov 4 at 10.30. Off Rec, Dudley

ROBSON, GEORGE, Liverpool, Contractor. Nov 3 at 3. Off Rec, 35, Victoria st, Liverpool

ROYLE, JOHN, Sheffield, Butcher. Nov 3 at 1. Off Rec, Figtree lane, Sheffield

SHEARD, CHARLES HENRY, High Holborn, Music Publisher. Nov 4 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn

SHORTLAND, JOHN, Carrington, Nottingham, Contractor. Nov 2 at 12. Off Rec, 1, High pavement, Nottingham

SINGLETON, BONSER, Nottingham, Bootmaker. Nov 3 at 12. Off Rec, 1, High pavement, Nottingham

SNEATH, MATTHIAS, Harringworth, Northampton, Farmer. Nov 5 at 3. 28 Friar lane, Leicester

TAYLOR, ROBERT, Mildenhall, Suffolk, Coach Builder. Nov 4 at 12. Guildhall, Bury St Edmunds

TAYLOR, ROBERT FREDERICK STOFFORD, Leicester, Surgeon. Nov 4 at 12. 28, Friar lane, Leicester

THISTLETHWAITE, WILLIAM, New Brighton, Cheshire, Cigar Merchant. Nov 3 at 2. Off Rec, 48, Hamilton sq, Birkenhead

THOMAS, GEORGE LLOYD, Newport, Mon, Draper. Nov 5 at 12. Off Rec, Newport, Mon

VAUGHAN, JOHN, Merthyr Tydfil, Minister. Nov 3 at 11. Off Rec, Merthyr Tydfil

WAYRE, ALEXANDER, Oxford st, Furrier. Nov 4 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn

WEBSTER, HENRY CARPENTER, Bodmin, Cornwall, Tailor. Nov 2 at 2. New London Hotel, Exeter

WOOD, MARY ANNA MARIA ELIZABETH, and MARY ALICE WOOD, Shrewsbury, Schoolmistresses. Nov 16 at 11. Law Society, Talbot chbrs, Shrewsbury

YORK, JOHN BENNETT, Horfield, Gloucester, Farmer. Nov 3 at 12. Off Rec, Bank chbrs, Bristol

YOUNG, EDWARD, Dewsbury, Yorks, Dyer. Nov 3 at 3. Off Rec, Bank chbrs, Batley

ADJUDICATIONS.

BEETON, ELIZABETH, Rattlesden, Suffolk, Shopkeeper. Bury St Edmunds. Pet Oct 19. Ord Oct 23

BELL, EDWARD, Bootle, nr Liverpool, Commission Agent. Liverpool. Pet Sep 6. Ord Oct 23

BELSHAW, ROBERT, Nottingham, out of business. Nottingham. Pet Oct 16. Ord Oct 21

BENNETT, JAMES WILLIAM, and JOHN EDWARD BENNETT, Leeds, Merchants. Leeds. Pet Sept 23. Ord Oct 22

BENNETT, WILLIAM JAMES, Farnan rd, Streatham, Commercial Clerk. Wandsworth. Pet Sept 23. Ord Oct 21

BLACKBURN, JOHN, Leeds, Miner. Leeds. Pet Oct 21. Ord Oct 21

BOOKER, JOHN GEORGE, Nottingham, Draper. Nottingham. Pet Oct 19. Ord Oct 21

BRODRICK, ARTHUR, Old Kent rd, Timber Merchant. High Court. Pet Oct 4. Ord Oct 21

BROOKS, JOSEPH, Radcliffe, Lancashire, Painter. Bolton. Pet Oct 20. Ord Oct 21

BROMFIELD, CHARLES, Exeter, Stationer. Exeter. Pet Oct 23. Ord Oct 23

BROWN, GEORGE, Newport, Mon, Carpenter. Newport, Mon. Pet Oct 21. Ord Oct 23

BUSH, JOHN, Gillingham, Kent, Schoolmaster. Rochester. Pet Oct 21. Ord Oct 21

BUTT, THORNTON, Bristol, Grocer. Bristol. Pet Oct 20. Ord Oct 22

COLDICUTT, CHARLES EDWARD, Burghfield, Berks, Farmer. Reading. Pet Sept 28. Ord Oct 20

CONOLLY, SUSANNAH, Lowestoft, Smackowner. Gt Yarmouth. Pet Sept 24. Ord Oct 22

COOK, FRANCIS, Luton, Beds, Straw Hat Maker. Luton. Pet Oct 7. Ord Oct 23

DYROFF, ADOLPHE, Crutched Friars, Wine Merchant. High Court. Pet Aug 25. Ord Oct 21

FINCH, JOHN, and JOHN HENY FINCH, Dudley, Worcestershire, Fender Makers. Dudley. Pet Sept 21. Ord Oct 18

FOSTER, GEORGE, Cardiff, Builder. Cardiff. Pet Oct 23. Ord Oct 23

HILLS, JOHN, Faversham, Bootmaker. Canterbury. Pet Oct 8. Ord Oct 22

HOLMES, CHARLES ALFRED, Pitt st, Barnsley, Wine Merchant. Barnsley. Pet Sept 21. Ord Oct 22

JAMES, JOHN WILLIAM, Morecambe, Lancashire, Fancy Goods Dealer. Preston. Pet Oct 7. Ord Oct 22

JOHN, CHARLES, Cardiff, Hat Manufacturer. Cardiff. Pet Oct 5. Ord Oct 22

KIRKWOOD, GEORGE, Cumberland, Auctioneer. Cockermouth and Workington. Pet Oct 6. Ord Oct 22

KNIGHT, ROBERT, Kilvington Rectory, Notts, Clerk in Holy Orders. Nottingham. Pet Oct 16. Ord Oct 22

LANGLEY, EDWARD GEORGE, Gorleston, Suffolk, Licensed Victualler. Great Yarmouth. Pet Oct 12. Ord Oct 22

MILLER, WILLIAM EATON, Howden, Yorkshire, Draper. Kingston on Hull. Pet Oct 4. Ord Oct 23

MORTER, FREDERICK, Norwich, Ticket Writer. Norwich. Pet Oct 20. Ord Oct 22

MUNDAY, CHARLES, Luton, Bedfordshire, Straw Hat Manufacturer. Luton. Pet Sept 30. Ord Oct 22

MYNERS, JOHN CHARLES, Exeter, Bootmaker. Exeter. Pet Oct 7. Ord Oct 21

NATHANSEN, MICHAEL, Newcastle on Tyne, Cattle Salesman. Newcastle on Tyne. Pet Sept 24. Ord Oct 22

NOYES, JAMES, Alfred pl, Tottenham ct rd, Milliner. Greenwich. Pet Oct 22. Ord Oct 22

O'CONNELL, WINIFRED, Carlisle, Milliner. Carlisle. Pet Oct 19. Ord Oct 22

PADDOCK, WILLIAM, Old Caynton, nr Newport, Farmer. Stafford. Pet Oct 14. Ord Oct 22

PENN, EDWARD JOSHUA, Cardiff, Colliery Agent. Cardiff. Pet Sept 30. Ord Oct 21

PHELPS, CHARLES, Cardiff, Fruiterer. Cardiff. Pet Oct 21. Ord Oct 21

PRECIOUS, JOHN, Wetherby, Innkeeper. York. Pet Oct 19. Ord Oct 21

RANDALL, CHARLES, Newark upon Trent, Glass Dealer. Nottingham. Pet Oct 15. Ord Oct 22

ROBERTS, EDWARD, Newport, Mon, Grocer. Newport, Mon. Pet Oct 21. Ord Oct 23

ROBERTS, JOSEPH, Tipton, Stafford, Boot Maker. Dudley. Pet Oct 11. Ord Oct 21

ROBINSON, STEPHEN, Gt Hallingbury, Essex, Farmer. Hertford. Pet Sept 21. Ord Oct 23

SEANOR, SAMUEL EXLEY, Leeds, Hackle Maker. Leeds. Pet Oct 21. Ord Oct 21

SIMMONS, SAMUEL JAMES, Lowestoft, Suffolk, Smackowner. Gt Yarmouth. Pet Sept 23. Ord Oct 23

TADMAN, RICHARD, Normanton, Derby, Builder. Derby. Pet Sept 23. Ord Oct 22

TAYLOR, ROBERT, Mildenhall, Coachbuilder. Bury St Edmunds. Pet Oct 19. Ord Oct 23
VAUGHAN, JOHN, Merthyr Tydfil, Minister. Merthyr Tydfil. Pet Oct 20. Ord Oct 22
WENSLEY, ALFRED, Old Ford rd, Trimming Manufacturer. High Court. Pet Sept 28. Ord Oct 21
WOODCOCK, RICHARD THOMAS, Walmer, Kent, Blacksmith. Canterbury. Pet Oct 8. Ord Oct 22
WORKMAN, DANIEL WILLIAM AUGUSTUS, Dursley, Gloucestershire, Watchmaker. Gloucester. Pet Oct 14. Ord Oct 22
WORTHINGTON, WALTER, Tyldesley, Lancashire, Beerseller. Bolton. Pet Oct 20. Ord Oct 21
YORK, JOHN BENNETT, Horfield, Gloucester, Farmer. Bristol. Pet Oct 15. Ord Oct 21

ADJUDICATION ANNULLED.

RUSSELL, ALFRED HOLGATE, and ARTHUR WELLESLEY RUSSELL, Liverpool, Watch Manufacturers. Liverpool. Adjud June 10. Annul Oct 21

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